

Honor, and investigate the criminal  
actions, and fraudulent, as well as the  
Tennessee laws, broken.

"See attachments"

3:23-cv-00135

Updated "2021-2023"

"TIME IS OF THE ESSENCE"

P.S. I HAVE BEEN WORKING WITH THIS CASE  
FOR 17 YEARS AGO, AND I WAS 57 YEARS. FIGHTING  
FOR MY INNOCENCE AND I AM NOW 74 YEARS  
OLD AND I DO NOT PLAY BY THE COURT SYSTEM  
BUT THE COURTS THINKS THIS IS A JOKE. BIG  
BUSINESSES DON'T HAVE THE RIGHT TO DO WHAT  
THEY DO BY BREAKING THE LAW.

JUSTICE IS BLIND.

Department of Justice

F.B.I.

RECEIVED

OCT 13 2023

U.S. District Court  
Middle District of TN

RECEIVED

OCT 26 2023

U.S. District Court  
Middle District of TN

10/23 PFT

9/29/2023

Also when Robert Jostwo withdrew from my  
CASE my Son plz our mother lawyd, THE Took  
over the case, day of 21 year and 22. we don't  
understand the concept of THE Action. We didn't  
receive 50,000.00, only 32,000.00 the other  
lawyer my Relived they took 18,000.00 (lawyed)  
the Default Judgement, THE Lien was place by  
me and my Son. All THESE lawyers worked together  
we got paid. THE LAW IS NOT FOR US, THEY JUST WANT  
TAKE your MONEY AND EXTEND AND Prolong CASES AND  
PLAY AROUND IN THE Courts System. AS, IT WAS STATED  
BY AN INDIVIDUAL AT THE TAX ASSESSOR ABOUT, DOCTOR J.  
Dolson at 74 years of age. Heard conversation, your  
Mother is 74 years old and still Be Dosed, Son (Cited)  
Perhaps will still continue to BE fightin, Tax Assessor  
are and is Fraudulently Doing wrong in those office  
Fudging and playing with PAYMENTS AND FORGIVE  
INDIVIDUALS NAME, Flipping Deeds and NAMES. I DEMAND  
DOCTOR HAS work for THE FEDERAL Government  
and Periods, BEEN FEDERAL for 34 years Fraudulent  
ACTION, CRIMINAL ACTIVITY.

NOT ONE LAWYER AS YOUGHT FOR US, WEVE HAD THREE  
Lawyer, And Now At THIS TIME I Do Not Believe  
IN THE Legal System, I OVER APPAULED BY THE SYSTEM.  
Allowing Town Cores Broken, Broken. My Son AND I  
(Ms. Deborah J. Friesen) Been Fighting To 15 plus YEARS  
AT 74 years old, TWO BEEN THREATEN, WITH ARRESTS  
ON MY PRIVATE PROPERTY, MY MIND WONDERS WILL JUSTICE  
IS going TO PREVAIL. WE NEED JUSTICE IN THIS MATTER

7. TELL COOES THAT THEY ARE BREACHING CONTRACT

1. 88# 48-51-300
2. 56# 60-28-0
3. 58# 56-33-102
4. 58# 66-3-104
5. 55# 39-14-104

Head Quarters Meritage Homes of Scottsdale, AZ  
See Cooes, no other owners.

1. FALSE PRETENSE
2. THEFT
3. CHANGES ORIGINAL LEGAL DOCUMENTS TO INPUT COMPUTER SYSTEM.
4. FRAUDULENT INFORMATION.
5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWIFTLY BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM "THE HERMITAGE" ON MY FATHER SIDE ALEXANDRIA, TN AND NASHVILLE. ALL MY FATHER'S PEOPLE ARE DECEASED KENNETH B. FERKSON. MY MOTHER'S FAMILY OVER 97 YEARS, CECILIA BELL PRESTON FERKSON - DODD - DECEASED 85 YEARS OLD, HER LOST COUSIN WHICH WAS LIKE HER SISTER JULIA BELL AUSTIN WHO LIVED TO BE 100 YEARS OLD.

THERE'S A LOT OF FRAUD: USING MY NAME ILLEGALLY SCANNED TO USE ON FRAUDULENT DOCUMENTATION.

MERITAGE HOMES HAS ENCROACHED ABOUT 2 1/2 ACRES WANT ME TO FIGHT IN COURT, WHEN HOUSE + 5.094 ACRES IS STILL MINE TO THIS DAY AND DATE. HAD 5 SEASON LAWYER (Attorney) FOR 10 YEARS, THEM WITHDRAWN FROM MY CASE.

MY SON AND I START DOING OUR OWN RESEARCH,  
THE ATTORNEY GOT MAD AT US, THINGS DIDN'T ADD  
UP AND I HAVE ALL DOCUMENTS FOR 17 years ABOUT  
THIS CASE Signing TRAHO, BANK SETTLEMENTS,  
INSURANCE, FALSE ILLEGAL EVICTION, TAMPERING  
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209  
Philip Grove Rd, HERMITAGE, TN 37076

A LOT OF FRAUD GOING ON IN THE GOVERNMENT  
System IN ~~TENNESSEE~~ (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWNED BY RUFUS WILSON  
TO LAURA WILSON EVANS.

Rufus Wilson was murdered 1918 ON PROPERTY 1209 Tulip  
Grove Rd. Hermitage TN 37076 (which was R.R. #1 Box 125 Hermitage  
TN 37076

LAURA Wilson Evans became solo owner, Laura Wilson  
EVANS LATER DECEASED (Deceased) TO my GRANDMOTHER MARGIE  
Hobbs Wilson EVANS, FRIERSON AND BY LAST WILL, TESTAMENT  
"LIFE ESTATE" My GRANDMOTHER QUITCLAIM THE 56 ACRES  
TO HER 5 GRANDCHILDREN. DEBORAH J. FRIERSON HAS THE  
LAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip  
Grove Rd. Hermitage, TN 37076 WHICH IS "THE"  
"HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRIERSON  
HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS  
BEEN LOCKED KEEPING ME OFF MY 5.094 BY  
GEORGE H. ROBERTSON III AND JACQUELINE  
ROBERTSON - GREGORY 161 Tulip Grove Rd Hermitage  
Tn 37076

Allegedly George H. Robertson III 83 years old AG  
Being paid - OFF TO KEEP DEBORAH FRIERSON OF HER  
OFF HER PROPERTY BY MURKIN HOMES BY MURKIN RD.  
TO 1209 Tulip Grove Rd "THE HERMITAGE" HERMITAGE Tn.  
37076 AND 50 FOOT FRONTAGE TO TULIP GROVE RD.  
THE HERMITAGE.

N/A

D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

### III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur? *Extrajudicial violence, USMC intimidation, usmc force, False police Reports, Arrest / Extrajudicial Police actions, Landlocking, SMCO usmc force Blockade - Disruption and confusion "See next evidence"*

B. What date and approximate time did the events giving rise to your claim(s) occur? *After Evidence has surface - Denis does Researching after the previous Complainant up dates evidence for 2023*

C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?) *See ATTACHMENT from last complaint about my son accident AND UPDATED INFORMATION - To 2023. My son and I move to Scottsdale, AZ to discuss THE MATTERS with Rep. Mark Reynolds', should we talk to 5 OTHER individuals before Mr. Reynolds it took us 23 hrs to Denie THERE "see ATTACH"*

And when we did talk to Mr. Reynolds, he was unprofessional, Rude, impulsive, insulting, Told my Son and I, To Just Drive Back To Nashville TN and play with it in Power. My Son and I Does 23 hrs and my Son is in a wheelchair and got sick through THE TRAVEL as well as I try to discuss THE MATTER AT HAND and this is what happens to people THATS asking answers about matters, situation, knowing when OTHER PERSON AND ENTITY ARE Doing wrong and making CRIMINAL ACTIONS and getting away with it. So Telling how many people They've Done this too. I know THESE MATTERS NEED TO BE INVESTIGATED AND BROUGHT TO JUSTICE. And Meritair Homes made promise and Did not fulfill the promise. ADA Homes

**A. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

9/29/2023

Signature of Plaintiff

Deborah J. Pearson

Printed Name of Plaintiff

DEBORAH J. PEARSON

**B. For Attorneys**

Date of signing:

Signature of Attorney

\_\_\_\_\_

Printed Name of Attorney

\_\_\_\_\_

Bar Number

\_\_\_\_\_

Name of Law Firm

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip Code

Telephone Number

\_\_\_\_\_

E-mail Address

\_\_\_\_\_

#### IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

#### V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

Complaint Filed 10-09 Filing by David Kennedy  
See Contract #200, 4-3-07  
Judgment Default was Dated (11-22-2021) This the  
provides Complaint - These are your own words that  
has received from Mr. Kennedy Research and the  
Ferguson Act as well as Tom Clegg  
See Affidavit New Judgment 2-23

UNITED STATES DISTRICT COURT

for the  
Middle District of TENNESSEE  
NASHVILLE Division

D.F. & CR INC THE HERITAGE)

Case No.

3:17-CV-00633  
(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

THE HERITAGE FOUNDATION  
USE GROUP INC)

Jury Trial: (check one)  Yes  No

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

**COMPLAINT FOR VIOLATION OF CIVIL RIGHTS**

(Non-Prisoner Complaint)

**NOTICE**

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

## I. The Parties to This Complaint

### A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Address

D.F.C.R. INC THE HERMITAGE  
1209 Tulip Grove Rd  
HERMITAGE TN 37076

City

State

Zip Code

County

Telephone Number

E-Mail Address

DIVISION COUNTY  
605-884-8886  
dfrinc@gmail.com

### B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

#### Defendant No. 1

Name

Philippe Lord

Job or Title (if known)

CEO

Address

3800 E. Raintree Dr. Suite 300

County

SCOTTSDALE AZ 85260

Telephone Number

City State Zip Code

E-Mail Address (if known)

Maricopa County

480-(515-8100)

WWW.MERITAGE.HOMES.COM

Individual capacity  Official capacity

#### Defendant No. 2

Name

STEVEN J. HILTON

Job or Title (if known)

CHIEF EXECUTIVE OFFICER, CHAMBERS

Address

6613 N. SCOTTSDALE RD.

County

SCOTTSDALE AZ 85260

Telephone Number

City State Zip Code

E-Mail Address (if known)

480-(515-8100)

WWW.MERITAGE.HOMES.COM

Individual capacity  Official capacity

Defendant No. 3

Name

ALAN WISE INC

Job or Title (if known)

OWNER

Address

6280 N. NEW HOPE Rd  
HERMITAGE

TN

37070

City

State

Zip Code

County

DAVIDSON County

Telephone Number

E-Mail Address (if known)

Individual capacity     Official capacity

Defendant No. 4

Name

THE WISE Group INC

Job or Title (if known)

OWNER

Address

328a Done/Son Pike  
NASHVILLE

TN

37214

City

State

Zip Code

County

DAVIDSON County

Telephone Number

615-399-3505

E-Mail Address (if known)

WISECOALHOS OF NASHVILLE.COM

Individual capacity     Official capacity

II.

Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

Federal officials (a *Bivens* claim)

State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal

N/A

D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

N/A

### III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur? MERITAGE HOMES #13  
AND VIOLATED TN CODES AS WELL AS THE PARTIES, EMPLOYERS THAT ARE  
IN THESE VIOLATION AS WELL IN BREAKING IN CONTRACT WITH THE  
DEBORAH PRIGSON SON MR. RAGHNO PT. CLAW "THE HERMITAGE"  
FED FOUNDERS. ATTACHMENTS (2)

B. What date and approximate time did the events giving rise to your claim(s) occur? THE TEN NEW  
VULNER AND NEW UP DATES OF ACTUAL - FACTUAL DOCUMENTATION  
FROM VELTON THAT HAS BEEN BROKEN (TEN CODES  
END CRIMINAL ACTIONS) IT STARTS WITH PREVIOUS DOCUMENT  
AS WELL AS COURT ORDER ON FILE

C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what?  
Was anyone else involved? Who else saw what happened?)

ALL PARTIES - DIVIDED  
RELATIONS - ARE  
REPLACING 1209 WITH  
MADE UP ADDRESSES AND  
ALTERATING AND TAMPERING  
WITH PERSONS

See FURTHER  
ATTACHMENT  
RELATIVES  
THESE  
EVENTS

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

Scared, mentally in a  
DAZE, under doctors care,  
Hurtfull, nervous, pray that I dont  
get sick, and my Son does not have  
anyone promises broken and we been  
fighting for 15 years and needing  
JUSTICE.

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

See Complain 11-2-06, 4-3-07  
Complaint DATED 10-09 Filed By David Lindsay Judgment Default  
Laws DATES (11-22-2021) THIS THE previous Complaint - THERE ARE  
NOW EVIDENCE THAT HAS SURFACE FROM more Researching and  
more Fraudulent doing by parties, every listed on complaint  
up DATED 2023

See ATTACHED

"NEW EVIDENCE"

FRAUDULENT CONVANANCE OF Real property

"THE HERMITAGE"

(A.L) TENN COOES HAS BEEN IN (COURTS) ON OWNERSHIP  
IN BREACHING CONTRACT  
1. SS# 48-51-310  
2. SS# 60-28-504  
3. SS# 56-33-102  
4. SS# 66-3-104  
5. SS# 39-14-104

Head Quarters MERITAGE homes of Scottsdale, AZ  
See Cooes, no other owners.

1. FALSE PRETENSE

2. THEFT

3. CHANGING ORIGINAL LEGAL DOCUMENTS TO IMPAIR  
Computer System.

4. FRAUDULENT INFORMATION.

5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWIFTED  
BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM "HERMITAGE" ONE MY FATHER'S  
SIDE ALEXANDRIA, TN AND NASHVILLE. ALL MY MOTHER'S  
PEOPLE ARE DECEASED KENNETH B. FRIKSON. MY  
MOTHER'S FAMILY OVER 97 years, Cecilia Bell Preston  
FRIKSON - DODD - DECEASED 85 years old, HER LAST  
COUSIN WHICH WAS LIKE HER SISTER Julia Bell  
AUSTIN WHOM LIVED TO BE 100 YEARS OLD.

THERE'S A LOT OF FRAUD: USING MY NAME ILLEGALLY  
SCANNING TO USE ON FRAUDULENT DOCUMENTATION.  
MERITAGE HOMES HAS EXCLUDED ME ABOUT 2 1/2 ACRE  
WANT ME TO FIGHT IN COURT, WHEN HOUSE + 5.094  
ACRES IS STILL MINE TO THIS DAY AND DATE. HAD 3 EASOS  
LAWYER (ATTORNEY) FOR 10 YEARS TALK WITH THEM FROM MY  
CASE,

(4.1)

Son had a car accident 9/24/2006 which put him  
as spinal cord on way from THE CHEST DOWN, HE WAS BETWEEN  
LIFE AND DEATH. I WAS HUNCHED AT HOME AND THE HOSPITAL,  
THEY WERE CALLING ALL THE TIME GETTING ON MY NERVOUS,  
AT TIMES I WOULDNT PICK-UP THE PHONE CALLING ME  
ABOUT MY PROPERTY, BRINGING FLOWERS, VISITING MY SON  
AT THE HOSPITAL, VISITING HOME, TOOK ME TO LUNCH  
I WAS IN STOCK ABOUT MY SON, TOTALLY BLANK ON WHAT  
TO DO, I WASN'T GIVEN TIME TO THINK, WITH ALL THIS  
HOUNDING FOR ALMOST TWO WEEKS BEFORE I BROUGHT MY SON HOME  
IT WAS ABOVE REPEATED ACTIONS AT THE TIME I THOUGHT IT WKS  
SHOWING NO RESPECT WHAT WAS WRONG WITH THOSE PEOPLE  
BEING COOKED DURASS AND PRESSURE THAT WITH THE  
HANDICAPP ACCESSIBLE HOME THAT WKS THEN WHEN THE  
HANDICAPP. HOME WAS PROMISED FOR MY SON, I HAVE  
PROBLEMS, DIAPRISATION, HIGH BLOOD PRESSURE, IN THIS MATTER  
AS OF 2023 NEW EVIDENCE AND THERE IS CRIMINAL  
ACTIONS HAS AND IS GOING ON (WE HAD A LAWYER THAT  
WAS ON OUR CASE FOR 10 YEARS AND DID NOT FIGHT  
FOR US THEN WITHDREW FROM OUR CASE, ROBERT  
NOTESENTE - CAUSE OF OUR REQUEST ALSO TAKING OUT  
MONG DORIA - FROM THE PARTIES FENCY AND MR. NOTESENTE  
DID NOT ADDRESS - AND DID NOT ADDRESS TO ME THAT OUR  
5.094 ACRES AND HOUSE WAS MINE AS THE OWNERSHIP  
TENANT COOKS HAS BEEN BROKEN AND AS WELL AS  
CRIMINAL ACTIONS.

MY SON AND I START DOING OUR OWN RESEARCH,  
THE ATTORNEY GOT MAD AT US, THINGS DIDN'T ADD  
UP AND I HAVE ALL DOCUMENTS FOR 7 YEARS ABOUT  
THIS CASE SIGNING FRAUD, BANK SETTLEMENTS,  
INSURANCE, FALSE LEGAL ACTION, TAMPERING  
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209  
Tulip Grove Rd, HERMITAGE TN 37076

A LOT OF FRAUD GOING ON IN THE GOVERNMENT  
SYSTEM IN ~~TENNESSEE~~ (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWNED BY CHARLES WILSON AND LAURA WILSON EVANS.

RUFUS WILSON WAS MURDERED 1918 ON PROPERTY 1209 Tulip Grove Rd., Hermitage TN 37076 (which was RR #1 Box 135 Hermitage TN 37076)

LAURA Wilson Evans became solo owner, Laura Wilson Evans later Deeded (Quitclaim) to my grandmother MARY Hobson Wilson Evans, FRIERSON AND BY LAST WILL, TESTAMENT "LIFE ESTATE" MY GRANDMOTHER QUITCLAIM THE 56 ACRES TO HER 5 GRANDCHILDREN. DEBORAH J. FRIERSON HAS THE LAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip Grove Rd. Hermitage, TN 37076 WHICH IS "THE HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRIERSON HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS BEEN LOCKED KEEPING ME OFF MY 5.094 BY GEORGE H. ROBERTSON III AND JACQUELINE ROBERTSON - GREGORY 1161 Tulip Grove Rd Hermitage - TN 37076

Allegedly George H. Robertson III 83 years old has been paid-off to keep Deborah Frierson off her property by MORTGAGE HOMES BY blocking Rd. To 1209 Tulip Grove Rd "THE HERMITAGE" Hermitage, TN 37076 AND 30 FOOT FRONTAGE TO Tulip Grove Rd. THE HERMITAGE.

UNITED STATES DISTRICT COURT

for the  
Middle District of Tennessee  
Nashville Division

Case No.

3:17-CV-00633

(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Defendant(s)  
Concordia Development Inc.

George P. Robertson III  
(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

Jury Trial: (check one)  Yes  No

**COMPLAINT FOR VIOLATION OF CIVIL RIGHTS**

(Non-Prisoner Complaint)

**NOTICE**

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

## I. The Parties to This Complaint

### A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Address

County

Telephone Number

E-Mail Address

D.F. & C.R. INC "THE HERMITAGE"  
1209 Tulip Grove Rd  
HERMITAGE TN 37076  
City State Zip Code  
DAVIDSON COUNTY  
615-889-8496  
dferinc@ymail.com

### B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

#### Defendant No. 1

Name

Job or Title (if known)

Address

County

Telephone Number

E-Mail Address (if known)

George H. Robertson III  
Concordia Development Inc  
1012 Grandwood Blvd.  
Old Hickory TN 37138  
City State Zip Code  
615-889-5391



Individual capacity



Official capacity

#### Defendant No. 2

Name

Job or Title (if known)

Address

City

State

Zip Code

County

Telephone Number

E-Mail Address (if known)



Individual capacity



Official capacity

Defendant No. 3

Name \_\_\_\_\_  
Job or Title (*if known*) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
County \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail Address (*if known*) \_\_\_\_\_  
 Individual capacity     Official capacity

Defendant No. 4

Name \_\_\_\_\_  
Job or Title (*if known*) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
County \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail Address (*if known*) \_\_\_\_\_  
 Individual capacity     Official capacity

**II. Basis for Jurisdiction**

Under 42 U.S.C. § 1983, you may sue state or local officials for the “deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws].” Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (*check all that apply*):

Federal officials (a *Bivens* claim)  
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N/A

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?

AZ) TENN COOES HAS BEEN IN COURT OR OWNERSHIP  
IN BREACHING CONTRACT

- 1. 88# 48-51-310
- 2. 58# 60-28-504
- 3. 58# 56-33-102
- 4. 58# 66-3-104
- 5. 58# 39-14-104

HEADQUARTERS MERITAGE HOMES OF SCOTTSDALE, AZ  
SEE COOES, NO OTHER OWNERS.

1. FALSE PRETENSE
2. THEFT
3. CHANGING ORIGINAL LEGAL DOCUMENTS TO INPUT COMPUTER SYSTEM,
4. FRAUDULENT INFORMATION.
5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWIFT FILED BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM "HERMITAGE" ON MY FATHER'S SIDE ALEXANDRIA, TN AND NASHVILLE. ALL MY FATHER'S PEOPLE ARE DECEASED KENNETH B. FERKSON. MY MOTHER'S FAMILY OVER 97 years, CECILIA BEUL PRESTON FERKSON - DODD - DECEASED 85 years old. HER LEST COUSIN WHICH WAS LIKE HER SISTER JULIA BEUL AUSTIN WHO LIVED TO BE 100 years old.

THERE'S ALOT OF FRAUD: USING MY NAME ILLEGALLY SCANNING TO USE ON FRAUDULENT DOCUMENTATION.

MERITAGE HOMES HAS ENCROACHED ABOUT 2 1/2 ACRES TO ME TO FIGHT IN COURT, WHEN HOUSE + 5.094 ACRES IS STILL MINE TO THIS DAY AND DATE. HAD 3 YEARS LAWYER (ATTORNEY) FOR 10 YEARS, THEN WITHDRAWN FROM MY CASE.

(1)

Son had a car accident 9/24/2004 a which put him  
AS Spinal Cord on way from THE Chest Down, He was Between  
life and Death. I was bounded at home and the hospital,  
they were calling all the time getting on my nerves,  
At times I would not pick-up the phone because of  
about my property, Bringing flowers, visiting my Son  
at the hospital, visiting home, took me to法院  
I was in shock about my Son, totally blank on what  
to do, I wasn't given time to think, with all this  
happened for about two weeks before I brought my Son home  
IT WAS ABOVE REPEATED ACTIONS AT THE TIME I THOUGHT IT WAS  
HONORABLE TO RESPECT WHAT WAS WRONG WITH THESE PEOPLE  
BEING COOKED DRESS AND PRESSURE THAT WITH THE  
HANDICAPP. ACCESSIBLE HOME THAT WAS THEN WHEN THE  
HANDICAPP. HOUSE WAS promised for my Son, I HAVE  
PROBLEMS, PUPITATION, HIGH BLOOD PRESSURE, IN THIS MATTER  
AS OF 2023 NEW EVIDENCE AND THERE IS CRIMINAL  
ACTIONS HAS AND IS going on (WE HAD A LAWYER - THAT  
WAS ON OUR CASE FOR 10 YEARS AND DID NOT FIGHT  
FOR US THEN WITHDRAW FROM OUR CASE Robert - o  
WLOWA JONES - CHASE OF OUR REQUEST AND TAKING OUT  
DID NOT ADDRESS - AND DID NOT ADDRESS TO ME THAT OUR  
5.094 ACRES AND HOUSE WAS MINE AS THE OWNERSHIP  
TENNY CODES HAS BEEN BROKEN AND AS WELL AS  
CRIMINAL ACTIONS.

MY SON AND I START DESINING OUR OWN RESEARCH,  
THE ATTORNEY GOT MAD AT US, THINGS DIDN'T ADD  
UP AND I HAVE ALL DOCUMENTS FOR 17 years ABOUT  
THIS CASE Signing FRAUD, BANK SETTLEMENTS,  
INSURANCE, FALSE LOCAL EVICTION, TAMPERING  
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209  
Tulip Grove Rd, HERMITAGE, TN 37076

A LOT OF FRAUD GOING ON IN THE GOVERNMENT  
SYSTEM IN TENNESSE (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWNED BY RUFUS WILSON AND LAURA WILSON EVANS.

RUFUS WILSON WAS MURDERED 1918 ON PROPERTY 1209 Tulip Grove Rd., HERMITAGE TN 37076 (WHICH WAS RR #1 Box 135 Hermitage TN 37076)

LAURA WILSON EVANS BECAME SOLE OWNER, LAURA WILSON EVANS LATER DECODED (Qw. Chm.) TO MY GRANDMOTHER MARY HEDIE WILSON EVANS, FRIERSON AND BY LAST WILL, "TESTAMENT" "LIFE ESTATE" MY GRANDMOTHER QUIT CLAIM THE 56 ACRES TO HER 5 GRANDCHILDREN. DEBORAH J. FRIERSON HAS THE EAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip Grove Rd. HERMITAGE, TN 37076 WHICH IS "THE" HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRIERSON HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS BEEN LOCKED KEEPING ME OFF MY 5.094 BY GEORGE H. ROBERTSON III AND JACQUELINE ROBERTSON - GREGORY 1161 Tulip Grove Rd HERMITAGE TN 37076

ALLEGEDLY GEORGE H. ROBERTSON III 83 YEARS OF AGE BEING PAID - OFF TO KEEP DEBORAH FRIERSON OF HER 5.094 OF HER PROPERTY BY MORTGAGE HOMES BY BLOCKING RD. TO 1209 Tulip Grove Rd "THE HERMITAGE" HERMITAGE TN 37076 AND 50 FOOT FRONTAGE TO Tulip Grove Rd, THE HERMITAGE.

D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

N/A

### III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur? ENCROACHMENTS,  
USING EXTRADITION, USING FALSE/FAKED  
DOCUMENTATION'S, LANDLOCKED FOR my PROPERTY  
DESCRIPTION AND CONFUSION. SEE ATTACH NEW EVIDENCE

B. What date and approximate time did the events giving rise to your claim(s) occur?

From THE First Complaint THAT WAS FILED -  
up Dates and New EVIDENCE 2023 SEE  
ATTACHMENT

C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what?  
Was anyone else involved? Who else saw what happened?)

SEE PREVIOUS COMPLAINTS

RELATED WITH THESE MATTERS

"ATTACHMENT" up Dates  
Documentation 2023

## VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

9/29/2023

Signature of Plaintiff

Deborah J. Fureon

Printed Name of Plaintiff

DEBORAH J. FUREON

### B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address

#### IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

Heart Pain (sonis accident) hurtful, nervous, mental distress  
under Doctors care, practice & don't get sick  
Son depends on me Son doesn't have help, I feel  
out numbered, of occasions - losing balance - loss  
evidence of Landlock in me and broken few cases,  
claimant actions, Fraudulent documentation - Forgery

See ATTACH  
New EVIDENCE 2023

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#### V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

See Contract 11-2-06, 4-3-07 complaint dated 10-09 filed  
by David Kennedy. Judgment (Default) filed dated (11-22-2021)  
THIS THE PREVIOUS COMPLAINT - THERE ARE NOW EVIDENCE  
THAT HAS SURFACE FROM MOLLY RESEARCHING AND MORE  
FRAUDULENT DOCTORS FROM THESE PARTIES / FIRMS LISTED  
Below I AM George H. Robertson III

See ATTACHED

New Evidence taken from previous  
complaint to 2023

"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights."

I, DEBORAH J FRIERSON the heir granddaughter of MEXIE HELEN WILSON EVANS FRIERSON. I am submitting this Survey for the purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN "37076"

This is the only true original Survey for 1209 Tulip Grove Rd. Hermitage, TN "37076", Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired FEDERAL GOVERNMENT Employee Retiree, I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT)

I've being land locked and blocked from to access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN "37076" The Road was built and cut out by grandfather "ROBERT C FRIERSON", it's has been there for over 100+ years, the road was there before 1161 Tulip Grove Road and 1203 Tulip Grove the people whom is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory we shared the road which is stated above. Onnie Gregory has passed away, George Robertson the 3rd her brother is instigating and forcing the blockage, this happened after their mother passed.

The Survey shows all encroachments, George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd "100 + foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

This is the truth nothing but the truth under "God". The survey shows I have the right to use the road and access my 50ft frontage. I started a business registered in 2010; I have no way to access my home/ Business

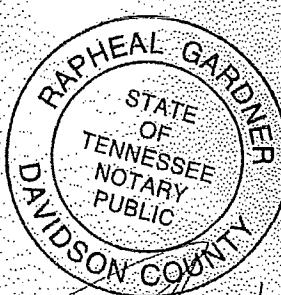
The 5.094 acres, home is considered historic property and landmark.

Deborah J. Frierson 5-30-2023

Deborah J. Frierson

Andrea Fulto 5/30/23

Witness



My Commission Expires  
May 7, 2024

"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

Karen Johnson      Davidson County  
Batch# 1023101      AFFIDAVIT  
07/06/2023 10:41:43 AM      2 pgs  
Fees: \$12.00 Taxes: \$0.00

20230706-0051642

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights"

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I am a retired FEDERAL GOVERNMENT Employee Retiree, I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT)

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The Survey shows all encroachments. George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd '100 + foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

The survey shows I have the right to use the road and access to my 50ft frontage. I started a business registered in 2010. I have no way to access my home / Busness

The 5.094 acres, home is considered historic property and landmark and a "LIFE ESTATE"  
FEDERAL LAW'S ARE BEING VIOLATED.

Quitclaim deed is a "Life Estate" the right way or easement appurtenant to say tracts are like wise conveyed by this deed. The Grantor, grandmother, Mexie H. Frierson, retained and reserves estate a life in the property here by conveyed.

D.F. & C.R. INC EST 2010  
ALL RESERVED RESERVED

This is the truth nothing but the truth under "God"

*Melvoral J. Frierson*  
7/6/2023

State TN

County of Davidson

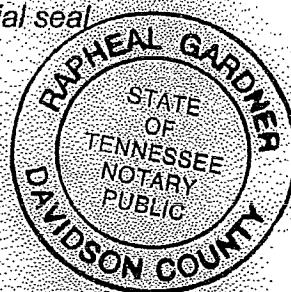
On this, the 6 day of July, 2023, before me a notary public, the undersigned officer personally appeared Debra M. H. Frierson, Known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

*J. Frierson*  
In witness wherefore, I hereunto set my hand and official seal.

*J. Frierson*  
Notary Public

Commission Expires:

My Commission Expires  
May 7, 2024



Karen Johnson    Davidson County  
Batch# 1014969    AFFIDAVIT  
06/14/2023 11:00:17 AM    33 pgs  
Fees: \$117.00 Taxes: \$0.00



20230614-0045350

Deborah J. Frierson  
1209 Tulip Grove Rd.  
Hermitage, TN 37076

Affidavit of Affixation

Boundaries Survey, Measurement, Property Guidelines, and Minerals Rights

I, Deborah J. Frierson, am the heir-granddaughter of Mexie Helen Wilson Evans Frierson. I am submitting this Survey for purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN 37076.

This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN 37076, Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired Federal Government Employee Retiree, I have been employed with Army Finance Center, VA Hospital, IRS, Corps of Engineers, and HUD (Housing and Urban Development).

I've been landlocked and blocked from access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN 37076. The Road was built and cut out by my grandfather "Robert C. Frierson", it has been there for over 100+ years, the road was there before, the people who is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory, we shared the road which is stated above. Onnie Gregory has since passed away. George Robertson, Jacqueline her brother is instigating and forcing the blockage at 1209 Tulip Grove Rd., Hermitage, TN 37076, these actions started occurring when their mother passed away. George Robertson also blocked my 50 ft frontage which is part of my 50ft and the 5.094 acreage, runs down to 1209 Tulip Grove Rd., Hermitage, TN 37097. George Robertson house of 1203 is blocking me from assessing that frontage.

The Survey shows all encroachments, George Robertson, Jacqueline Onnie Gregory, and Onnie Gregory have also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN which is part of my 5.094 acres, they have landlocked me access to the 1209 Tulip Grove Rd., Hermitage, TN 37076. There are two ways for me to come off 1209 Tulip Grove Rd., Hermitage, TN

Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory is now trying to take over my mailbox.

The survey shows I have the right to use the road and access to my 50ft frontage. I started a business registered in 2010. I have no way to access my home./Buisness

The 5.094 acres, home is considered historic property and landmark and a "LIFE ESTATE"  
FEDERAL LAW'S ARE BEING VIOLATED.

Quitclaim deed is a "Life Estate" the right way or easement appurtenant to say tracts are like wise conveyed by this deed. The Grantor, grandmother, Mexie H. Frierson, retained and reserves estate a life in the property here by conveyed.

D.F. & C.R. INC EST 2010  
ALL RESERVED RESERVED

This is the truth nothing but the truth under "God"



BIAFS - 092315 09/22/2023 11:14:56 AM

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

D.F. C.R. INC THE HERMITAGE  
8305 Golden Lane  
Hermitage, TN 37076

Karen Johnson : Davidson County  
Batch# 1053001 UCCFS  
09/22/2023 12:17:53 PM 2 pgs  
Fees: \$15.00 Taxes: \$0.00



20230922-0074662

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	WISE	PLAN		
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	D.F. C.R. INC THE HERMITAGE			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

4. COLLATERAL: This financing statement covers the following collateral. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE AND DEATORS, IN THEIR INDIVIDUAL DEATORS, DEPOTED WITH LEGISLATED AND UNREGISTERED IS HEREBY ACCEPTED AS COLLATERAL FOR SECURITY CONTRACTUAL OBLIGATIONS IN FAVOR OF SECURED PARTY, #10075114 59-14-164 11/10/2023  
Maximum principal indebtedness for Tennessee recording tax purposes is \$1,000,000.

5. Check only if applicable and check only one box. Collateral is  held in Trust (see UCC1Ad, Item 17 and Instructions).

being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public Finance Transaction  Manufactured Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Ballor  Licensee/Licensor

Case 3:23-cv-01133 Document 1-6 Filed 10/26/23 Page 37 of 181 PageID #: 100

**UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

D. F. C. R. INC THE  
8305 Gordon Ln Hermitage  
Helen, TN 37075

Karen Johnson Davidson County  
Batch# 1053001 UCCFS  
09/22/2023 12:17:53 PM 2 pgs  
Fees: \$15.00 Taxes: \$0.00



20230922-0074663

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME

OR *Hound Heaven*

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
<i>125 Watson Ferry Rd</i>	<i>Harrisonville</i>	<i>TN</i>	<i>37075</i>
			COUNTRY
			<i>US</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b).

3a. ORGANIZATION'S NAME

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
<i>1709 Tulip Grove Rd</i>	<i>Hermitage</i>	<i>TN</i>	<i>37075</i>
			COUNTRY
			<i>US</i>

4. COLLATERAL: This financing statement covers the following collateral: THIS IS A LIEN AND CONSTRUCTIVE NOTICE AND DEBTORS, INTEREST IN ALL DEBTORS PROPERTY AND REGARDED AND RECORDED HEREBY ACCEPTED AS COLLATERAL FOR SECURITY CONTRACT OBLIGATION IN FAVOR OF SECURED PARTY. DEBTOR'S SENIOR CODE 50-33-101, 13-7-111, 13-7-131, 13-7-136, 13-7-137, 13-7-138, 13-7-139, 13-7-140, 13-7-141, 13-7-142, 13-7-143, 13-7-144, 13-7-145, 13-7-146, 13-7-147, 13-7-148, 13-7-149, 13-7-150, 13-7-151, 13-7-152, 13-7-153, 13-7-154, 13-7-155, 13-7-156, 13-7-157, 13-7-158, 13-7-159, 13-7-160, 13-7-161, 13-7-162, 13-7-163, 13-7-164, 13-7-165, 13-7-166, 13-7-167, 13-7-168, 13-7-169, 13-7-170, 13-7-171, 13-7-172, 13-7-173, 13-7-174, 13-7-175, 13-7-176, 13-7-177, 13-7-178, 13-7-179, 13-7-180, 13-7-181, 13-7-182, 13-7-183, 13-7-184, 13-7-185, 13-7-186, 13-7-187, 13-7-188, 13-7-189, 13-7-190, 13-7-191, 13-7-192, 13-7-193, 13-7-194, 13-7-195, 13-7-196, 13-7-197, 13-7-198, 13-7-199, 13-7-200, 13-7-201, 13-7-202, 13-7-203, 13-7-204, 13-7-205, 13-7-206, 13-7-207, 13-7-208, 13-7-209, 13-7-210, 13-7-211, 13-7-212, 13-7-213, 13-7-214, 13-7-215, 13-7-216, 13-7-217, 13-7-218, 13-7-219, 13-7-220, 13-7-221, 13-7-222, 13-7-223, 13-7-224, 13-7-225, 13-7-226, 13-7-227, 13-7-228, 13-7-229, 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Karen Johnson      Davidson County  
 Batch# 1047667      UCCFXAMN  
 09/08/2023 11:33:47 AM      8 pgs  
 Fees: \$15.00 Taxes: \$0.00

20230908-0070614

*2023*

*20230802-0069747*

## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach Amendment Addendum (form UCC3Ad)</u> and provide debtor's name in item 13.
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2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:  
 This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name; Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME <i>WISE</i>	FIRST PERSONAL NAME <i>ALAN</i>	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S SURNAME <i>WISE</i>				
INDIVIDUAL'S FIRST PERSONAL NAME <i>ALAN</i>				
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)	SUFFIX			
7c. MAILING ADDRESS <i>6280 N. NEW HOPE Rd</i>	CITY <i>HERMITAGE</i>	STATE <i>TN</i>	POSTAL CODE <i>37076</i>	COUNTRY <i>US</i>

8.  COLLATERAL CHANGE: Also check one of these four boxes:  Add collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral: *Violation of Town Codes: 54-5-130 / 13-1-111 TN codes: 59-56-53-102 / TN 55-98-51-3110 / TN 60-3-144-29-104  
Personal property encroachment  
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$15,454*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

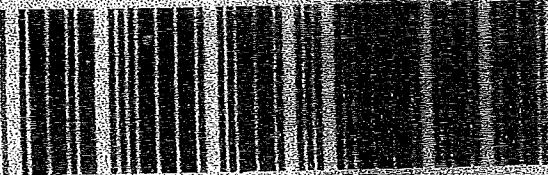
9a. ORGANIZATION'S NAME <i>DEF &amp; CR INC</i>	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

Case 3:23-cv-01135 UCC FINANCING STATEMENT AMENDMENT (Form UCC3A) (Rev. 2/2019)  
 Page 39 of 181 PageID #: 102  
 PICK-UP

TAN



## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Required)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<i>DEBORAH J. FRIERSON 8305 GORDON LANE HOMERAGUE, TN 37076</i>

Karen Johnson Davidson County  
Batch# 1033849 UCCFX  
08/02/2023 02:06:43 PM 14 pgs  
Fees: \$17.00 Taxes: \$0.00

20230802-0059747

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
<i>WILE</i>	<i>ALAN</i>			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>2006 STONEWALL DR.</i>	<i>MAT. Junction</i>	<i>TN</i>	<i>37122</i>	<i>U.S.</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>109 TUCK GROVE RD</i>	<i>THE HOMES AT</i>	<i>TN</i>	<i>37122</i>	<i>U.S.</i>

4. COLLATERAL: This financing statement covers the following collateral: *THE 13 ACRES AND CONSTRUCTION DATED ALL DEBTOR'S INTEREST IN ALL THE DEBTOR'S PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SPREADING CONTRACTUAL OBLIGATIONS IN FAVOR OF SECURED PARTY, TENN CODE 39-14-103.*

Maximum principal indebtedness for Tennessee recording tax: *CH USD 1.5M*

5. Check only if applicable and check only one box. Collateral is  held in trust (see UCC1Ad, Item 17 and instructions)

being administered by a Decedent's Personal Representative

6. Check only if applicable and check only one box.

Public Finance Transaction  Manufactured Home Transaction  A Debtor is a Transmitting User  Agricultural Lien  Non-UCC Filing

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 40 of 181 PageID #: 103

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignment  Bailor/Balilee  Licensee/Licensor

First Class Mail  
Presorted  
U.S. Postage Paid  
Metro Water Services

Fraud

METRO WATER SERVICES  
CUSTOMER SERVICE CENTER  
1700 THIRD AVENUE NORTH  
NASHVILLE, TN 37208-2248

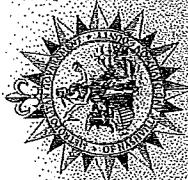


Never had the this  
address. Never had Water, Sewer  
no connect. Playing with my  
mail box for mos

1947 1 AV 0486 019365-MWSS239943-ST1.GRP\_0-01947  
WISE GROUP, INC.  
1209 TULIP GROVE RD  
HERMITAGE TN 37076-2622

00000000021684680110001440007

DEPARTMENT OF WATER AND SEWERAGE SERVICES  
CUSTOMER SERVICE CENTER  
100 THIRD AVENUE NORTH  
NASHVILLE, TN 37208-2248



All law will be live off  
of 2004 Shoreline Dr  
MT Shallow 37112  
MAIL for safety U.S.N  
my mail box

All law will be doleces 3

2004 Shoreline Dr  
MT Shallow 37112  
MAIL for safety U.S.N

Never lived at this old reg  
Never had water line)

Never had water line  
Never connected to this house

Sewer connected with my  
sewer pipe in my  
mail box for 3m 05

COPY

James Dwight Holland  
3888 Hartsville Pike  
Lebanon, TN 37087

July 18, 2022

Deborah J. Frierson  
c/o Tamika Parker, Esq.  
214 Second Avenue North, Suite 204  
Nashville, TN 37201

Re: Deborah J. Frierson v. James Dwight Holland, et al.  
Davidson County Circuit Court, No. 09C-3505

Dear Ms. Frierson:

I am glad that we have reached an agreement to settle the dispute between us over the contract to purchase your property on Tulip Grove Road.

As part of our settlement, you have asked and I have agreed to write you this personal letter and to state that I apologize for defaulting on contract and the promise to build an ADA handicapped accessible home, and that 115k was ENERST MONEY and A DEPOSIT for GOOD FAITH ON CONTRACT.

When we entered into the contract to buy your property located at 1209 Tulip Grove Road, Hermitage, TN 37076, the term of which was 11/6/06 through 11/6/09 [defaulted on contract within 2 ½ years of contract], I had every intention of building the house. I want you to know that I was not able to build the house on the property, because my business failed, and H Group lost the Tulip Grove Road property to Alan Wise in a foreclosure sale. I know that my inability to build the house for you on land that had been owned by your family was disappointing and caused you and your son hardship when Mr. Wise took over the property.

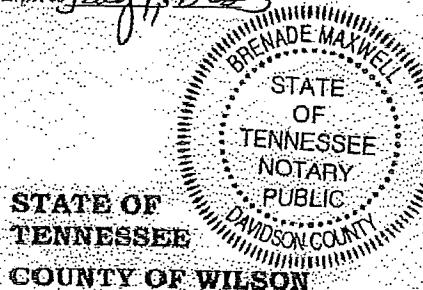
I am sorry things did not work out the way you and I both expected they would, and I am sorry I was unable to build a house for you on the Tulip Grove Road property.

Sincerely,  
  
Dwight Holland

**21. Attorney Fees.** If any Party to this Agreement or any of the Holland Releasees retains the services of an attorney to enforce or defend the provisions of this Agreement against any other party bound by it, the prevailing party shall, in addition to all other remedies available at law or in equity, be entitled to recover his, her or its reasonable costs and expenses, including, without limitation, court costs, settlement costs and/or attorney's fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of  
the Effective Date.

Subscribed and sworn to before me in my  
Presence, this 1 day of August,  
a Notary Public in and for the  
County of Wilson, State of TN.  
Deborah J. Friesen  
(Signature) Notary Public  
My commission expires July 17, 2023



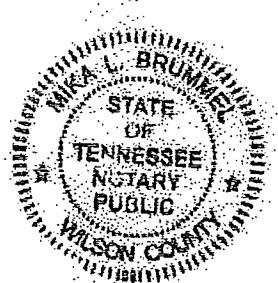
Deborah J. Friesen  
Deborah J. Friesen

8-1-2023

James Dwight Holland

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared James Dwight Holland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

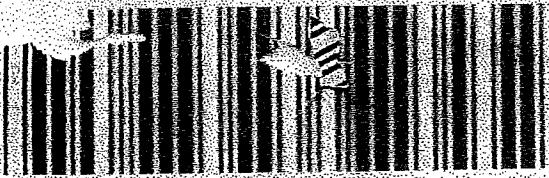
Witness my hand and official seal on this the 28 day of June,  
2022.



Michael L. Brumfield

NOTARY PUBLIC

My commission expires: 5/31/26



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<i>Deborah J. Fricker 8305 Gordon Lane Hermitsage, TN 37076</i>

Karen Johnson      Davidson County  
Batch# 1033849      UCCFX  
08/02/2023 02:06:43 PM      31 pgs  
Fees: \$40.50 Taxes: \$0.00

20230802-0059748

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <i>MORTGAGE HOMES OF SCOTTSDALE AZ</i>	1b. IND. SURNAME <i>REYNOLDS</i>	FIRST PERSONAL NAME <i>MARK</i>	ADDITIONAL NAME(S) INITIAL(S) <i></i>	SUFFIX <i></i>
	1c. MAILING ADDRESS <i>16410 N. 91st Suite #104</i>	CITY <i>SCOTTSDALE</i>	STATE <i>AZ</i>	POSTAL CODE <i>85260</i>	COUNTRY <i>U.S.</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME <i></i>	2b. INDIVIDUAL'S SURNAME <i>REYNOLDS</i>	FIRST PERSONAL NAME <i>MARK</i>	ADDITIONAL NAME(S) INITIAL(S) <i></i>	SUFFIX <i></i>
	2c. MAILING ADDRESS <i>16410 N. 91st Suite #104</i>	CITY <i>SCOTTSDALE</i>	STATE <i>AZ</i>	POSTAL CODE <i>85260</i>	COUNTRY <i>U.S.</i>

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <i>D.F. &amp; C.R. INC.</i>	3b. INDIVIDUAL'S SURNAME <i></i>	FIRST PERSONAL NAME <i></i>	ADDITIONAL NAME(S) INITIAL(S) <i></i>	SUFFIX <i></i>
	3c. MAILING ADDRESS <i>1209 Tulip Grove Rd</i>	CITY <i>THE PLUMMITAGE</i>	STATE <i>TN</i>	POSTAL CODE <i>37076</i>	COUNTRY <i>U.S.</i>

4. COLLATERAL: This financing statement covers the following collateral: *THIS IS ACTUAL AND CONSTRUCTED Real Estate All Debtor's interest in all the Debtor's property both registered and unregistered, is hereby accepted as collateral for Secured Contractual obligations in favor of Secured Party Tennessee 54-5-136 PERSONAL PROPERTY ENCLOSURE ON PAGE 1 OF THIS FORM AS WELL AS FROM Maximum principal indebtedness for Tennessee recording tax purp. (USD 115.00) On Date 13-7-11*

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC1Ad, Item 17 and instructions)  being administered by a Debtor's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  
6b. Check only if applicable and check only one box:  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: *SS 56-53102 166-3-104  
Case 323cv-01135 Document 1-8 Filed 10/20/23 Page 44 of 181 PageID #: 107*



**UCC FINANCING STATEMENT AMENDMENT**

**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer <u>Attach</u> Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check one of these three boxes: <input checked="" type="checkbox"/> CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)			
OR 6a. ORGANIZATION'S NAME <i>MERRITAGE HOMES OF SCOTTSDALE AC.</i>			
6b. INDIVIDUAL'S SURNAME <i>Hilton</i>	FIRST PERSONAL NAME <i>STEVE</i>	ADDITIONAL NAME(S) INITIAL(S) <i>J</i>	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)			
OR 7a. ORGANIZATION'S NAME			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)			SUFFIX
7c. MAILING ADDRESS <i>8613 N. SCOTTSVALE Rd</i>	CITY <i>SCOTTSVALE</i>	STATE <i>AZ</i>	POSTAL CODE <i>85260</i>
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input checked="" type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral: <i>Debtors TIN/CDR: 54-5-126 / 101-100-841 / 101-55-56-53-102</i> <i>TN 48-51-3110 / TN 60-3-1008 / 29-00-0000</i> <i>PERSON PROPERTY ENCLOSURE ON THE DEBTOR'S DEBT</i> <i>Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 663265 m/s</i>			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <i>D.E.G. CR. Inc</i>			
OR 9b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
ADDITIONAL NAME(S) INITIAL(S)			
SUFFIX			

10. OPTIONAL FILER REFERENCE DATA:



2023802-0059748

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  [Redacted address lines]

Karen Johnson    Davidson County  
Batch# 1047667    UCCFXAMN  
09/08/2023 11:33:47 AM    41 pgs  
Fees: \$60.50 Taxes: \$0.00



20230908-0070613

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach Amendment Addendum (form UCC3Ad)</u> and provide debtor's name in item 13.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record      AND Check one of these three boxes: <input checked="" type="checkbox"/> CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)			
OR 6a. ORGANIZATION'S NAME <i>MERITAGE HOMES OF SCOTSDALE AZ.</i>			
6b. INDIVIDUAL'S SURNAME <i>Reynolds</i>	FIRST PERSONAL NAME <i>Mark</i>	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)			
OR 7a. ORGANIZATION'S NAME			
7b. INDIVIDUAL'S SURNAME <i>Reynolds</i>			
INDIVIDUAL'S FIRST PERSONAL NAME <i>Mark</i>			
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)      SUFFIX			
7c. MAILING ADDRESS <i>16480 N. 91st Street # 104</i>	CITY <i>SCOTSDALE</i>	STATE <i>AZ.</i>	POSTAL CODE <i>85260</i>
COUNTRY <i>U.S.</i>			

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral     DELETE collateral     STATE covered collateral     ASSIGN collateral

Indicate collateral: *VIOLATION OF TENNESSE CODES: 56-1-136 / TN-13-7-114 /  
VIOLATION 56-5-3-102 / 48-51-3100 / TN-66-3-104 / TN-38-14-104 /  
PERSONAL PROPERTY ENCLOSUREMENT and THE RECORDING FEE  
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 10,500.00*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <i>D.F.C.R INC "THE HERITAGE"</i>			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 46 of 181 PageID #: 109

NOTE: All information on this form is public record

**2010 Tennessee Code**  
**Title 13 - Public Planning And Housing**  
**Chapter 7 - Zoning**  
**Part 1 - County Zoning**  
**13-7-111 - Violation of regulations**  
**Penalties Modes of enforcement and**  
**remedies.**

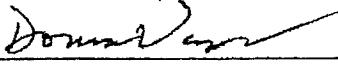
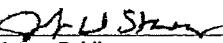
**13-7-111. Violation of regulations Penalties Modes of enforcement and remedies.**

It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

**§ 153.30 LANDLOCKED PARCELS.**

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

- (A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex; and
- (B) Landlocked parcels which are unbuildable (outlots) and cannot be permitted. A scenic easement may be required by the city to ensure that the property is preserved as op

<b>WARRANTY DEED</b>		STATE OF TENNESSEE COUNTY OF <u>Davidson</u>
		THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$4,982,785.00.
		 Affiant
		SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29TH DAY OF DECEMBER, 2020, <u>5th day of January</u> 2021.  Notary Public
		MY COMMISSION EXPIRES: <u>10/31/21</u> (AFFIX SEAL)
		Karen Johnson    Davidson County Batch# 547850    DEEDWARR 01/06/2021 09:46:20 AM    5 pgs Fees: \$28.00 Taxes: \$18,436.30
THIS INSTRUMENT WAS PREPARED BY Southland Law Group, PLLC 7101 Executive Center Dr., Suite 151 Brentwood, TN 37027      20210106-0002300		
ADDRESS NEW OWNER AS FOLLOWS:  Meritage Homes of Tennessee, Inc. 5217 Maryland Way #222 Brentwood, Tennessee 37027	SEND TAX BILLS TO:  New Owner	MAP-PARCEL NO.(S)  Map 86, Parcel 327.00; Map 86, Parcel 113.00; Map 86, Parcel 348.00; Map 87, Parcel 195.00; Map 87, Parcel 25.00

For and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00), cash in hand, paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, The Lux Development Group, LLC, a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto Meritage Homes of Tennessee, Inc., an Arizona corporation, hereinafter called Grantee, its successors and assigns, that certain tract or parcel of land in Davidson County, TENNESSEE, described as follows, to-wit:

Parcel No. 087-00-0-195.00:

A tract of land, being the Northeasterly part of the Kenneth Frierson, et al Property recorded in Deed Book 9511, Page 178, Situated in the 12th Councilmanic District of Davidson County, Tennessee and described according to an unrecorded Survey by John D. McCormick RLS#674 dated December 31, 2001:

BEGINNING at a fence corner post, said point being in the Easterly Property line of Harold Ewin recorded in Deed Book 5311, Page 98, RODCT and being the Southwest corner of Farmingham Wood Subdivision and being the Northwest corner of the Property herein described, thence along the Southerly boundary of Farmingham Wood Subdivision S 86° 43' 58"E., a distance of 779.83 feet to a new iron rod, thence along the Westerly margin of New Hope Estate S 5° 17'54" W., a distance of 614.36 feet to a new iron rod, thence N. 86° 42'35" W., a distance of 770.00 feet to a new iron rod at a metal fence post, thence N. 2°

fence line So. 5 deg. 12' 39" West a distance of 501.89 feet to a corner post, thence No. 85 deg. 25' 45" West a distance of 824.22 feet along a fence line to a point of beginning and containing 6.031 acres more or less.

AND

Parcel No. 086-00-0-113.00:

TRACT NO. 1:

BEING 42 acres of land, the same property conveyed to Laura Evans by deed from William Wilson and others, of record in Book 723, Page 756, Office of the Register for Davidson County, Tennessee; the full legal description contained in said Deed is incorporated herein by reference. The property was devised to Mexie Frierson, the Grantor herein, by the Will of Laura Evans, of record in Will Book 51, Page 433, Office of the Probate Clerk for Davidson County, Tennessee.

TRACT NO. 2:

*Mexie Evans Frierson*

BEING 14 acres of land, the same property conveyed to Mexie Wilson Frierson by deed from William Wilson and others, of record in Book 723, Page 758, Office of the Register for Davidson County, Tennessee; the full legal description contained in the said deed is incorporated herein by reference.

*MY NAME IS Deborah J. Frierson NOT MEXIE*

INCLUDED in the description above, but excluded from this conveyance is that portion of the heretofore described real property previously conveyed to Deborah Y. Frierson from Kenneth P. Frierson, et al, by Quitclaim Deed of record in Book 8962, Page 35, Register's Office for Davidson County, Tennessee.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in Deed Book 8962, page 35, and as Instrument No. 20020724-0088959, Register's Office for Davidson County, Tennessee.

*\* Being a part of the same property conveyed to Wise Group, Inc. by Substitute Trustees Deed dated 05/19/2011 from Gregory S. Gill, Substitute Trustee of record in Instrument 201105230039459, Register's Office for Davidson County, Tennessee and further conveyed to The Lux Development Group, LLC, by quitclaim deed of record in Instrument No. 20180928-0096542, said Register's Office.*

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

*#X correct 1209 is unimproved property with house*  
This is unimproved  improved  property known as: 1209 & 1213 Tulip Grove Road, 4872 Myra Drive and Valley Grove Drive, Hermitage, TN 37076

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever; and it does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this the 29 day of December, 2020.

The Lux Development Group, LLC

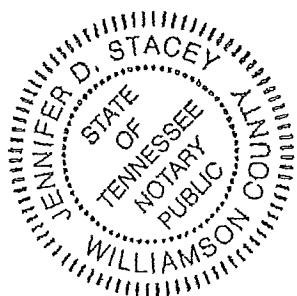
BY: Alan Wise Chief Manager  
Alan Wise, Chief Manager

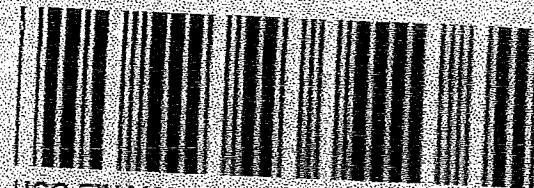
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Alan Wise with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of The Lux Development Group, LLC, the within named bargainer, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Alan Wise as such Chief Manager.

Witness my hand and official seal, this the 29 day of December, 2020.

Jennifer D. Stacey  
Notary Public  
My Commission Expires: 10/31/21





## UCC FINANCING STATEMENT AMENDMENT

**FOLLOW INSTRUCTIONS**

1. NAME & PHONE OF CONTACT FILER (100)

2. EMAIL (DATA AT FILER'S DISCREC-

3. SEND DOCUMENTS DIRECTLY TO: (Name and Address)

023802

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects  Debtor or  Secured Party of record

AND Check one of these three boxes:

CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c.

ADD name: Complete item 7a or 7b, and item 7c.

DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

MORTGAGE HOMES OF TENNESSEE

OR

6b. INDIVIDUAL'S SURNAME

ZORO

FIRST PERSONAL NAME

PHILLIPPE

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

8800 E Raintree Dr. Suite 300

CITY

SCOTTSDALE

STATE

AZ

POSTAL CODE

85260

COUNTRY

US

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral: *Violations of Town Codes 54-5 154-1 154-13-1-91  
100-47-2005-33, 35, 36, 53-102, 148-51-3100, 154-66-7-100, TN 39-14-104  
Personal Property Encumbrance on*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

D.F. S.C.R. INC. "THE HERMITAGE"

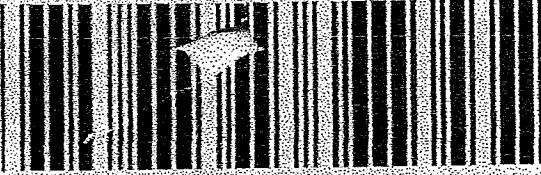
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<i>DEBORAH J. FRICKSON 8305 GORDON CAFE HERMITAGE, TN 37076</i>

Karen Johnson    Davidson County  
Batch# 1033849    UCCFX  
08/02/2023 02:06:43 PM    2 pgs  
Fees: \$15.00 Taxes: \$0.00

20230802-0059745

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME	<i>MERITAGE HOMES OF TENNESSEE</i>			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>1209 Tulip Grove Rd</i>	<i>HERMITAGE</i>	<i>TN</i>	<i>37076</i>	<i>U.S.</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	<i>D.F.E.C.R., INC.</i>			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>1209 Tulip Grove Rd</i>	<i>THE</i>	<i>TN</i>	<i>37076</i>	<i>U.S.</i>

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTICE ALL DEBTOR'S INTEREST IN ALL THE DEBTOR'S PROPERTY BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY. TENN. CODE 54-5-136 personal property encroachment on right-of-way, as well as TENN. CODE 13-7-111.

Maximum principal indebtedness for Tennessee recording tax purposes is \$150,000.00

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC1Ad, Item 17 and Instructions)

being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction     Manufactured Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Ballor     Licensee/Licensor

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 52 of 181 PageID #: 115

8. OPTIONAL FILER REFERENCE DATA: *J.J. 56-53-102 / 66-3*

April 16, 2022

D.F and C.R. Inc., est., 2010 on 1209 Tulip Grove Rd,

Deborah J. Frierson

8305 Gordon Lane

Hermitage, TN 37076

Mark Reynolds

VP Senior Attorney/Vice President

16410 N. 91<sup>st</sup> Suite#104

Scottsdale, AZ 85260

I am writing this letter pertaining to my property owned by Deborah J. Frierson, the owner of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076 and D.F. and C.R. Inc., which was established 2010, which is matter of records with the Register of Deeds and the Secretary of State to support my legal ownership of the 4.8 acres and the house by all state officials: metro water, electricity etc., the original Quitclaim deed!!!

The deposition should have been taken under consideration which was not done by due diligently and proper title searches of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076

It is matter of record with Attorney General Office has a file of my legal ownership of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN and October 2018 a Police report was filed about this 4.8 acres and house is on file.

There was not any/been any provisions that addresses my legal ownership of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076, has been (OVER LOOKED) unambiguous, by the scope of your development plans has been encroached upon my 4.8 acres and house, breached beyond the 4.8 acres boundary line and the 50ft frontage easement of the 4.8 acres of the Tulip Grove

I am trying to bring light to this situation to get some resolution considering my property on 1209 Tulip Grove Rd., Hermitage, TN (4.8 acres)and house, 50ft road frontage, hopefully this can be addressed. I believe in peaceful outcome and proper business etiquette, honesty and respect.

I am aware what is going on 1209 Tulip Grove Rd., Hermitage, TN...What you do not know (like you really care)I am a single mother of 72 years with a spinal cord injury son who depends on me.....I DID NOT SELL ANYTHING TO ANYONE, PROPERTY OR HOME. The lie is in your paperwork and internet fraudulent information. I have all legal paper work, ownership Quitclaim Deed from all family members, Great, Great Aunt which starts from 1873 etc., my home has been vandalized so badly since 2020 and I have been landlocked from the house, it is a life time driveway/easement.

It is a shame how greedy individuals think they have the power and money .....No soul/emptiness for the next human being. The police report is matter of public records again....10/18/2018 considering the 4.8 acres and the house, it was never sold. There has always been a house at 1209 Tulip Grove Rd., Hermitage, TN 37076 since 1940's "always", people rather believe a lie then the truth.

I saw your plat it shows Mrs. Robertson house is still encroached on the 4.8 acres, which is legal on paper when I have all the original and legal documents.

Noticed: Driveway off Tulip Grove Rd., is supposed to be as shown as Evans Highway, which is my great, great Auntie, whom donated the property to build the church for people of color.

#### Contact Information:

Cartaze H. Ragland, he can answer any questions pertaining to this issue. He is registered by the Secretary of State to handle all question considering Real Estate.

D.F. and C.R. Inc., 1209 Tulip Grove Rd., Hermitage, TN 37076...phone number : 615 874 4118

Phone: 402 770 9602

*Deborah J. Frierson*

*1209 Tulip Grove Rd., Hermitage, TN*

*8305 Gordon Lane, Hermitage, TN 3707*

*Phone: 615 889 88996*

**ALL RIGHTS RESERVED**

*Cc: GEO PHILLIPPE Lord*

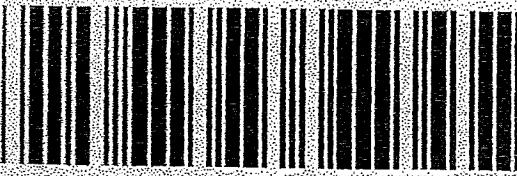
*Executive Vice President*

*Meritage's Home Corporation*

*8800 E. Rain Tree Dr., Suite 300*

*Scottsdale, AZ 85260*

Sister + Brother



**UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <i>D.F. &amp; C.R., INC. THE HERMITAGE 1209 Tulip Grove Rd. HERMITAGE, TN 37076</i>

Karen Johnson    Davidson County  
Batch# 1047667    UCCFS  
09/08/2023 11:33:47 AM    5 pgs  
Fees: \$15.00 Taxes: \$0.00



20230908-0070617

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME <i>CONCORDIA DEVELOPMENT INC.</i>				
OR				
1b. INDIVIDUAL'S SURNAME <i>Petersen</i>	FIRST PERSONAL NAME <i>GEORGE</i>	ADDITIONAL NAME(S) INITIAL(S) <i>H</i>	SUFFIX <i>JR</i>	
1c. MAILING ADDRESS <i>612 Greenwood Rd</i>	CITY <i>OLD Hickory</i>	STATE <i>TN</i>	POSTAL CODE <i>37138</i>	COUNTRY <i>US</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b):

3a. ORGANIZATION'S NAME <i>D.F. &amp; C.R., INC. THE HERMITAGE</i>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <i>1209 Tulip Grove Rd</i>	CITY <i>THE HERMITAGE</i>	STATE <i>TN</i>	POSTAL CODE <i>37076</i>	COUNTRY <i>US</i>

4. COLLATERAL: This financing statement covers the following collateral:  
*NOTICE ALL DEBTORS' INTERESTS, WHETHER FOR PERSONAL PROPERTY, BUSINESS PROPERTY, AND UNREGISTERED, IN HEREBY ACCEPTED AS COLLATERAL FOR SECURED PARTY CONTRACTUAL obligations arising from the sum of \$100,000.00 principal amount, 5% interest, 5-136/137-111-55, 50-53-102, 48-57-110, 39-18-154 Maximum principal indebtedness for Tennessee recording tax purposes is \$100,000.00*

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC1Ad, Item 17 and instructions)

being administered by a Debtor's Personal Representative

6a. Check only if applicable and check only one box:

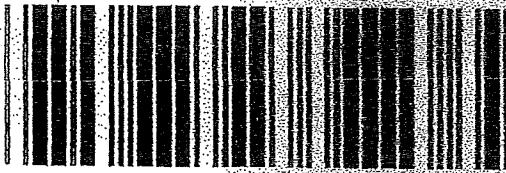
Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailee  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:



## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Karen Johnson    Davidson County  
Batch# 1047667    UCCFSAMN  
09/08/2023 11:33:47 AM    1 pg  
Fees: \$15.00 Taxes: \$0.00



20230908-0070618

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

*20230908-0070618*

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

*Robertson*

FIRST PERSONAL NAME

*GEORGE*

ADDITIONAL NAME(S) INITIAL(S)

*JR*

SUFFIX

*Jr*

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

OR

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S SURNAME

*Robertson*

INDIVIDUAL'S FIRST PERSONAL NAME

*GEORGE*

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

*JR*

SUFFIX

*Jr*

7c. MAILING ADDRESS

*612 Gearwood Blvd*

CITY

*Orlando*

STATE

*FL*

POSTAL CODE

*32818*

COUNTRY

*U.S.*

8.  COLLATERAL CHANGE: ~~Indicate one of the following~~  ADD collateral  DELETE collateral  ESTATE covered  ~~COLLATERAL~~  ~~COLLATERAL~~

Indicate collateral: *Violation Town Woods, 54-5-136, 61-7-74, 76-55, 56-53-10, 76-55-10, 55-51-300, 66-3-104, 76-3-104*

*Real Property Enclosed*

Increase in maximum principal indebtedness for tax purpose is *\$0* *00* *00* *00*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

OR

9a. ORGANIZATION'S NAME

*DF.C.R.ME*

'THE PLAZA'

*37016*

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

NOTE: ALL

**2010 Tennessee Code  
Title 13 - Public Planning And Housing  
Chapter 7 - Zoning  
Part 1 - County Zoning  
13-7-111 - Violation of regulations  
Penalties Modes of enforcement and  
remedies.**

### **13-7-111. Violation of regulations Penalties Modes of enforcement and remedies.**

It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

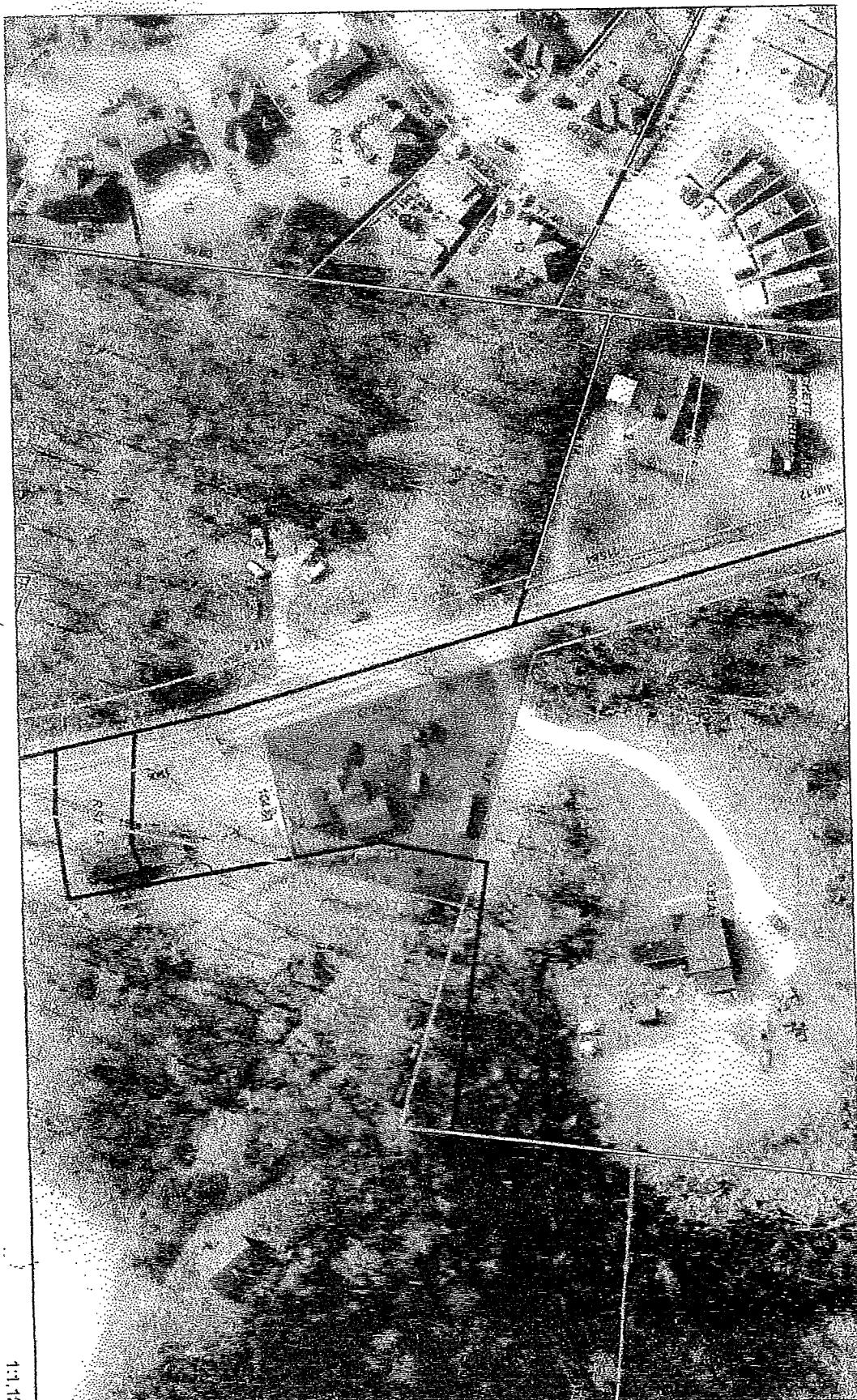
S 153.30 LANDLOCKED PARCELS S

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private

(A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access to another parcel within the same multiple dwelling or commercial complex; and

(B) Landlocked parcels which are untenantable (outlots) and receive no permanent public open space permitted. A scenic easement may be required by the city in such cases.

# Nashville / Davidson County Parcel Viewer



May 25, 2023

Override 1

graphicsLayer2



Zoning



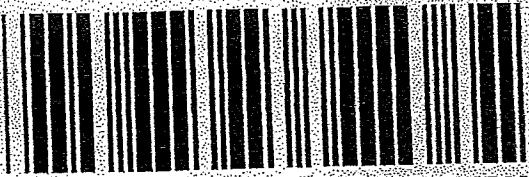
Urban Design Overlay



Planned Unit Development







*Sister + Brother*

Karen Johnson    Davidson County  
Batch# 1047667    UCCFXAMN  
09/08/2023 11:33:47 AM    6 pgs  
Fees: \$15.00, Taxes: \$0.00

## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

20230908-0070616

20230908-0059746

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects  Debtor or  Secured Party of record

AND Check one of these three boxes:

CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

*GREGORY*

FIRST PERSONAL NAME

*JACQUELINE*

ADDITIONAL NAME(S) INITIAL(S)

*ROBERTSON*

SUFFIX

*JR*

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

*GREGORY*

INDIVIDUAL'S FIRST PERSONAL NAME

*JACQUELINE*

SUFFIX

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

*ROBERTSON*

SUFFIX

7c. MAILING ADDRESS

*1161 TULIP GROVE Rd*

PERMIT NO.

STATE

TN

POSTAL CODE

37076

COUNTRY

US

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RELEASE covered collateral  ASSIGN collateral

Indicate collaterals: *1161 TULIP GROVE TN CODES 54-5-136 / 15-7-10 / 55-56-53-00*

*TN 55-48-51-3101 TN 60-3-104 / 73-1-104*

*PERSONAL PROPERTY ON CREDIT AGREEMENTS*

*Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$0*

*(USA - 557,000.00)*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

*D.F.C.C.R. INC*

*THE HOME*

*37076*

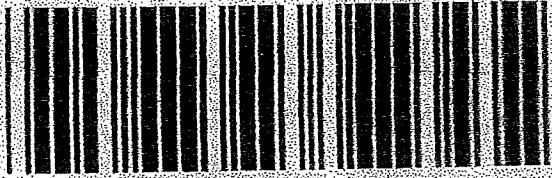
OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX



**UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input checked="" type="checkbox"/> DEBORAH J. FERRESON 8305 Gordon Lane Hermitage, TN 37076

Karen Johnson      Davidson County  
 Batch # 1033849      UCCFX  
 08-02-2023 02:06:43 PM      7 pgs  
 Fee: \$15.00 Taxes: \$0.00

20230802-0059746

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	1a. ORGANIZATION'S NAME				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
	GREGORY	JACQUELINE	ROBERTSON	Wife	
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	1101 TULPGROVE Rd	Hermitage	TN	37076	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
	3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	1101 TULPGROVE Rd	Hermitage	TN	37076	U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE OWNERSHIP OF ALL THE DEBTOR'S INTEREST IN ALL THE DEBTOR'S PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURED CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY IN THE AMOUNT OF \$100,000.00 PENALTIES, MONEYS OF ENFORCEMENT AND ATTORNEY'S FEES (USD 550.00,00)

Maximum principal indebtedness for Tennessee recording tax purposes is \$ 100,000.00

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC1Ad, Item 17 and instructions)

being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box

Agricultural Lien       Non-UCC Filing

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 63 of 181 PageID #: 126

6b. Check only if applicable and check only one box

Lessee/Lessor       Consignee/Consignor       Seller/Seller       Bailee/Bailee       Licensee/Licensee

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor       Consignee/Consignor       Seller/Seller       Bailee/Bailee       Licensee/Licensee

**2010 Tennessee Code**  
**Title 13 - Public Planning And Housing**  
**Chapter 7 - Zoning**  
**Part 1 - County Zoning**  
**13-7-111 - Violation of regulations**  
**Penalties Modes of enforcement and**  
**remedies.**

**13-7-111. Violation of regulations Penalties Modes of enforcement and remedies.**

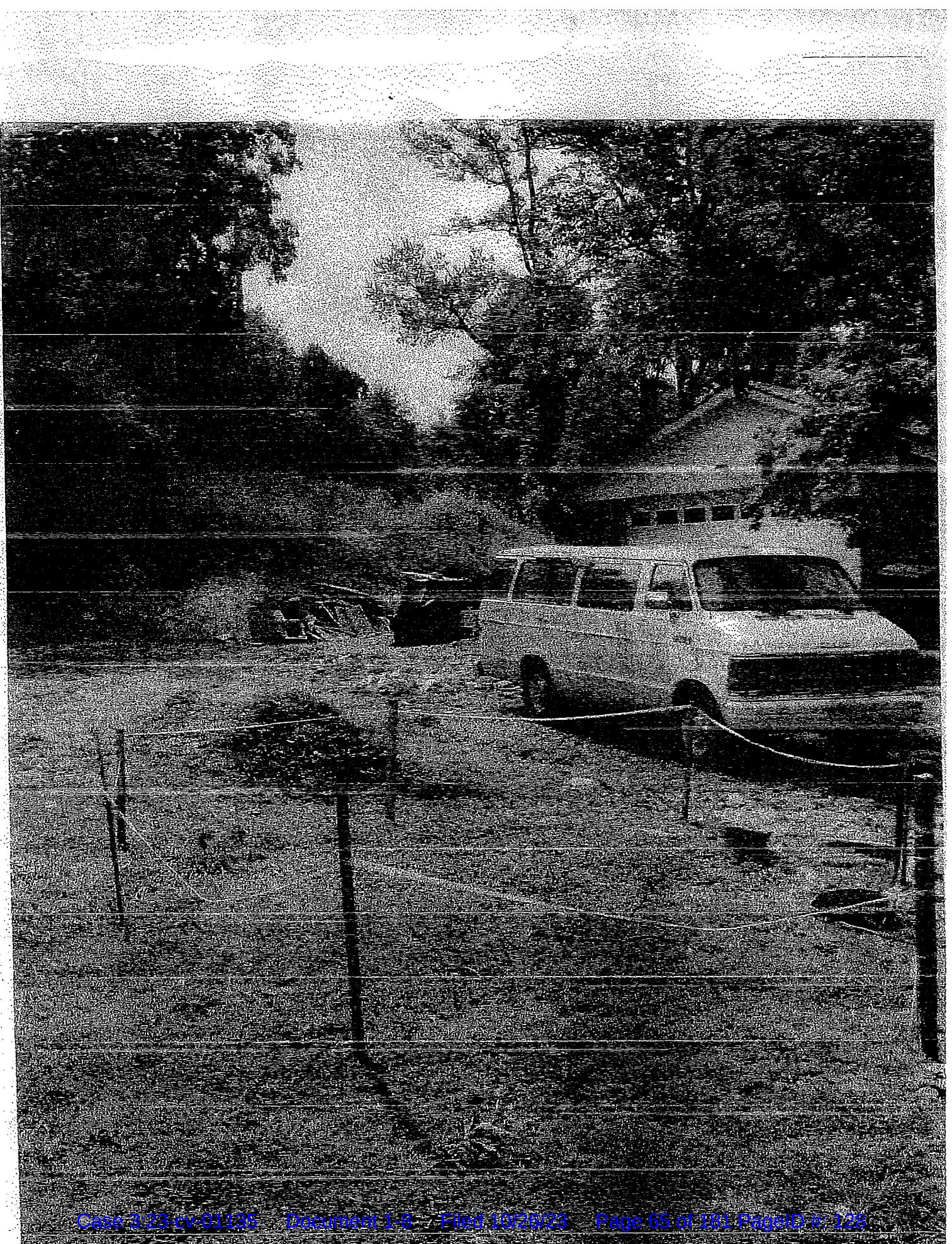
It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

**§ 153.30 LANDLOCKED PARCELS.**

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

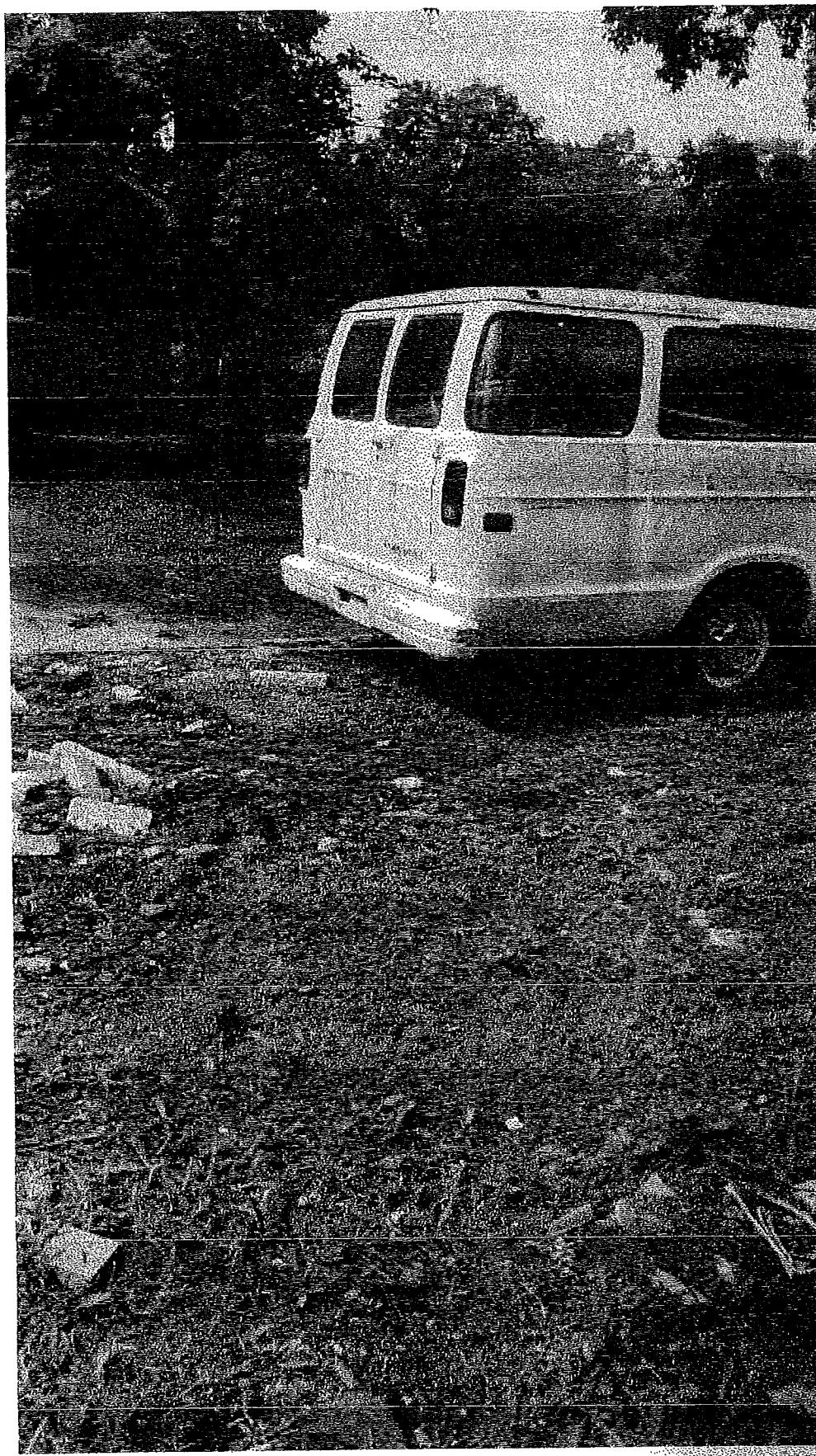
(A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex, and

(B) Landlocked parcels which are unbuildable (outlots) and reserved as permanent public open space permitted. A scenic easement may be required by the city to ensure that the property is preserved as open



9/12/23, 5:14 PM

Resized-20230701-095017(2).JPG



9/12/23, 5:14 PM

Resized-20230822-102348(4).JPG



<https://mail.google.com/mail/u/0/#inbox/ FMfcgzGtwzsqgBckCfWIQXtmQVRmFFB?projector=1&messagePartId=0.2>

1/1

9/12/23, 5:14 PM

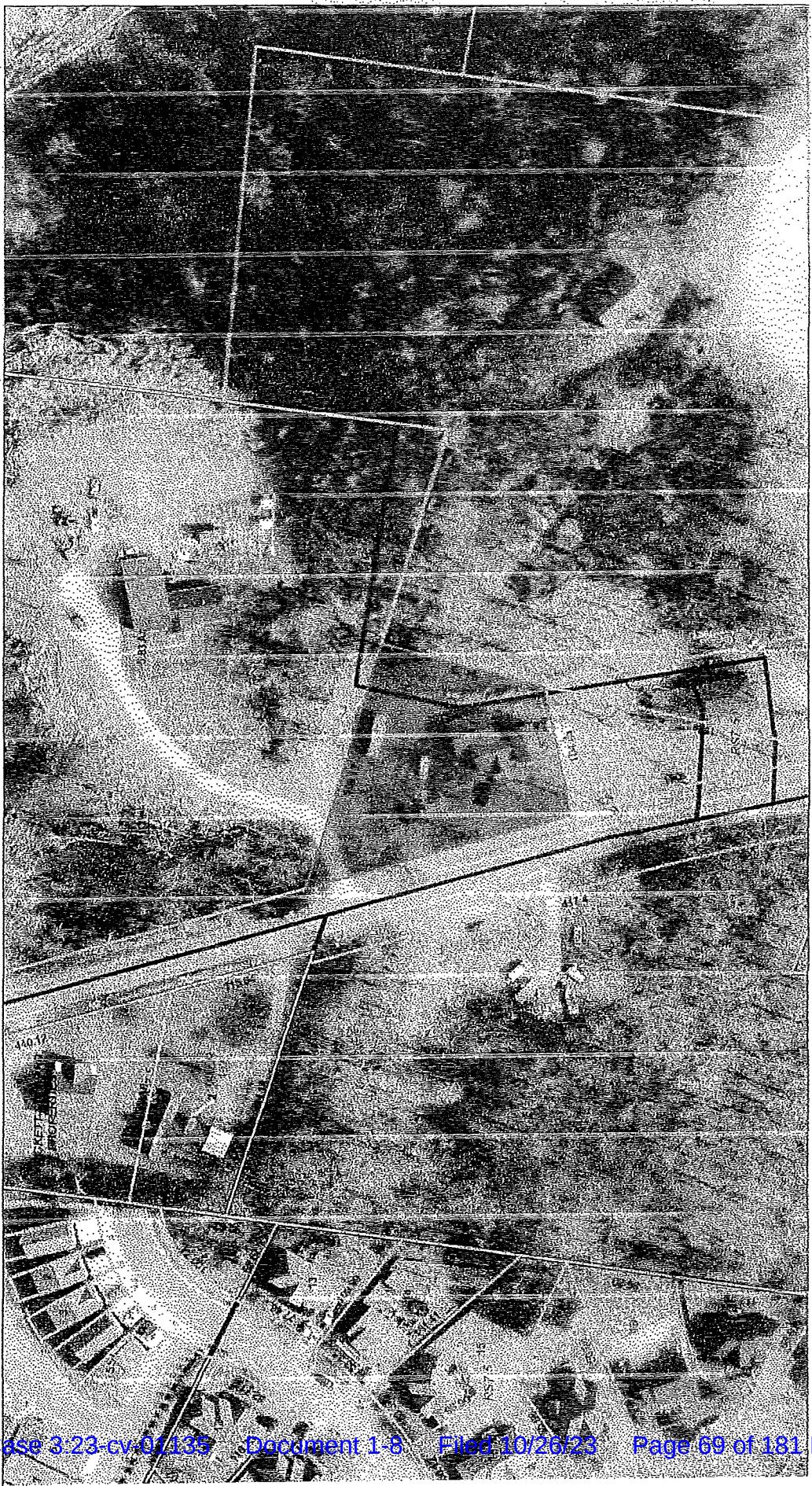
Resized-20230822-102342(3).JPG



<https://mail.google.com/mail/u/0/#inbox/ FMfcgzGtwzsqqBckCfWIQXtrnQVRmFFB?projector=1&messagePartId=0.1>

1/1

# Nashville / Davidson County Parcel Viewer



Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 69 of 181 PageID#:

Override 1  
graphicsLayer2  
Zoning  
Urban Design Overlay  
Planned Unit Development

1:1,125

0 0.01 0.02 0.03 mi  
0 0.02 0.04 0.05 mi

Nashville Maps: Pictonsky Informational

MapInfo® Software



20130802-00544

**UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Karen Johnson Davison County  
Batch# 1047667 UCCFXANN  
09/08/2023 11:33:47 AM 5 days  
Fees: \$30.00 Taxes: \$0.00



20230908-0070615

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME OR	RV (MECHANIC LEND)		
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME GEORGIE BOY RV	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1169 - Foothills Blvd	CITY HERMITAGE	STATE TN	COUNTRY U. S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	D.F. & C.L. INC "THE HERMITAGE"			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

**4. COLLATERAL:** This financing statement covers the following collateral:

Maximum principal indebtedness for Tennessee recording tax purposes is \$

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC Ad Item 17 and instructions)  being administered by a Decedent's Personal Representative

**6a. Check only if applicable and check only one box:**

6b. Check only if applicable and check only one box:

Alternative designation is  Yes  No  Specified  Not specified

---

**8. OPTIONAL FILER REFERENCE DATA:**

---

NOTE: All information on this form is public record

UCC FINANCING STATEMENT (TN FORM UCC1) (REV. 12/1/2016)

10

**PICK-UP**



## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  [Large empty box for address]

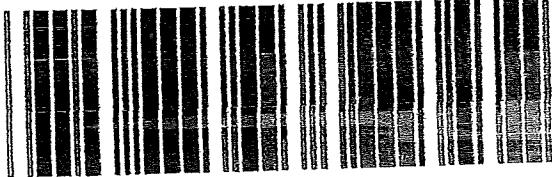
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach Amendment Addendum (form UCC3Ad)</u> and provide debtor's name in item 13.						
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement							
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.							
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.							
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check one of these three boxes: <input checked="" type="checkbox"/> CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b; and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 8a or 6b							
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)							
<table border="1"> <tr> <td>6a. ORGANIZATION'S NAME <i>GEO GOLY</i></td> <td colspan="3">FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX</td> </tr> </table>				6a. ORGANIZATION'S NAME <i>GEO GOLY</i>	FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX		
6a. ORGANIZATION'S NAME <i>GEO GOLY</i>	FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX						
OR							
<table border="1"> <tr> <td>6b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i></td> <td colspan="3">FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX</td> </tr> </table>				6b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i>	FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX		
6b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i>	FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX						
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)							
<table border="1"> <tr> <td>7a. ORGANIZATION'S NAME</td> <td colspan="3"></td> </tr> </table>				7a. ORGANIZATION'S NAME			
7a. ORGANIZATION'S NAME							
<table border="1"> <tr> <td>7b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i></td> <td colspan="3">INDIVIDUAL'S FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX</td> </tr> </table>				7b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i>	INDIVIDUAL'S FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX		
7b. INDIVIDUAL'S SURNAME <i>GEO GOLY</i>	INDIVIDUAL'S FIRST PERSONAL NAME <i>JACQUELINE</i> ADDITIONAL NAME(S) INITIAL(S) <i>ROBERTSON</i> SUFFIX						
<table border="1"> <tr> <td>7c. MAILING ADDRESS <i>1703 Tulip Grove Rd</i></td> <td>CITY <i>Hermitage</i></td> <td>STATE <i>TN</i></td> <td>POSTAL CODE <i>38076</i></td> </tr> </table>				7c. MAILING ADDRESS <i>1703 Tulip Grove Rd</i>	CITY <i>Hermitage</i>	STATE <i>TN</i>	POSTAL CODE <i>38076</i>
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COUNTRY <i>U.S.</i>							

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral: *1/40/400 ft² of Town Core 54-5136/13-7-111/ 56-33402 Tel. 55 ft 48-51-3110/ 55 ft 66-3-109/ 700 ft 54-4-105 PERSONAL PROPERTY ENCLOSURE*  
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ *1,000,000.00*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <i>D.F. E.C.R. INC "THE HERMITAGE"</i>									
OR									
<table border="1"> <tr> <td>9b. INDIVIDUAL'S SURNAME</td> <td>FIRST PERSONAL NAME</td> <td>ADDITIONAL NAME(S) INITIAL(S)</td> <td colspan="2">SUFFIX</td> </tr> </table>					9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX						
10. OPTIONAL FILER REFERENCE DATA:									



## **UCC FINANCING STATEMENT**

**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input checked="" type="checkbox"/> DEBORAH J. Fifer son 8305 Gordon Lane Hermitage, TN 37076

Karen Johnson      Davidson County  
Batch# 1033849      UCCFX  
08/02/2023 02:06:43 PM      6 pgs  
Fees: \$15.00 Taxes: \$0.00

20230802-0059744

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
1b. INDIVIDUAL'S SURNAME <u>GREGORY</u>		FIRST PERSONAL NAME <u>JACQUELINE</u>	ADDITIONAL NAMES/INITIALS(S) <u>ROBERT-SCOTT</u>
1c. MAILING ADDRESS <u>1803 Twin Grove Rd</u>		CITY <u>HERITAGE</u>	STATE <u>TX</u> POSTAL CODE <u>78076</u>
COUNTRY <u>U.S.</u>			

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

**3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (Part 3c)

3a. ORGANIZATION'S NAME		<i>D.F. &amp; C.R. Inc.</i>		
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY <i>THE HERSTAL</i>	STATE <i>NY</i>	POSTAL CODE <i>37076-11</i>
<i>1709 Tulip Grove Rd</i>				COUNTRY <i>U.S.</i>

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTICE THAT ALL DEBTOR'S INTEREST IN ALL THE SECURITIES PROPERTY, DATED REGISTERED AND OR UNREGISTERED, IS HEREBY ACCEPTED AS CREDITABLE FOR SECURITIES CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY. TENN. CODE 54-6-13  
Maximum principal indebtedness for Tennessee recording tax purposes is \$ (USD 550,000.00)

5. Check only if applicable and check only one box: Collateral is  held in Trust (see UCC1A1 Item 17 and instructions)  being administered by a Debtor's Personal Representative

Check only if applicable and check only one box

**Employer** If applicable and check only one box

# **2010 Tennessee Code**

## **Title 13 - Public Planning And Housing Chapter 7 - Zoning**

### **Part 1 - County Zoning**

#### **13-7-111 - Violation of regulations**

#### **Penalties Modes of enforcement and remedies.**

##### **13-7-111. Violation of regulations Penalties Modes of enforcement and remedies.**

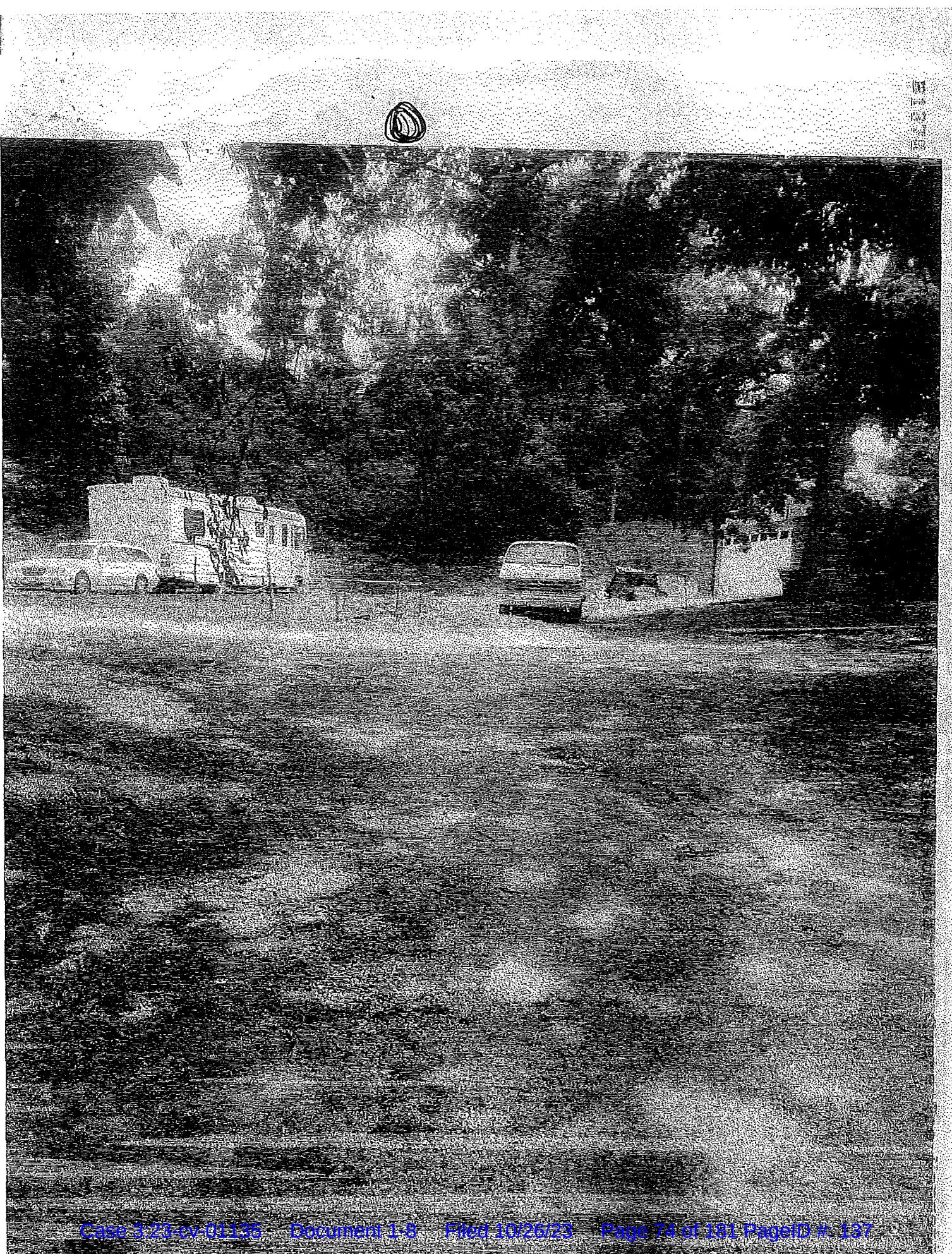
It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used on any land or is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, including, if necessary, proceedings to prevent, restrain or enjoin such illegal erection, construction, reconstruction, alteration, maintenance or use.

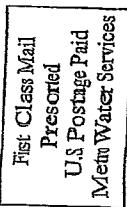
#### **§ 153.30 LANDLOCKED PARCELS.**

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

(A) Landlocked parcels in a multiple dwelling or commercial building or structure(s) have access over another parcel within the same multiple dwelling or commercial building and

(B) Landlocked parcels which are unbuildable (outlots) and have no permanent public open space



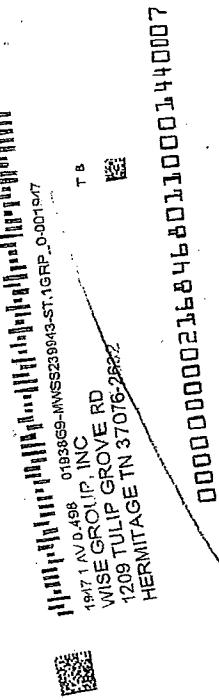


Friend

METRO WATER SERVICE CENTER  
CUSTOMER THIRD AVENUE NORTH  
1700 THIRD AVENUE, NASHVILLE, TN 37208-2248



~~Kleiver / I used to live at this address. Never had water or sewer connected. Playing w/ them for 3 yrs. Then I moved where I live off 300 & Shoreline Dr. 1209 Tulip Grove Rd. Hermitage TN 37076-2652. Mail to myself U.S.A. my mail box.~~



DEPARTMENT OF WATER AND SEWERAGE SERVICES  
CUSTOMER SERVICE CENTER  
1700 THIRD AVENUE NORTH  
NASHVILLE, TN 37208-2248



~~Allard Wise addresses  
300 & Shoreline Dr.  
1209 Tulip Grove Rd.  
Hermitage TN 37076-2652  
Never lived at this addres  
Never had water line  
Never connected to this house  
Never played with my  
sewer playing with my  
mail box for 3 yrs~~

Bischoff, Debbie (Library)

Had 13+ 6 mos. of  
Lawyers!! Look where I am  
today after nothing  
but Fraud..

From: DaBizz Queen <[deborahmiersen69@gmail.com](mailto:deborahmiersen69@gmail.com)>  
Sent: Wednesday, November 3, 2021 7:30 PM  
To: Bischoff, Debbie (Library)  
Subject: Re: Offer from Holland

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

On Fri, Oct 15, 2021, 10:31 AM Bob Notestine <[bob@bellemeadetitle.com](mailto:bob@bellemeadetitle.com)> wrote:  
Deborah- unless the motion you or your son filed is withdrawn, I will have to file a motion to withdraw from the case. Courts don't want to hear and review motions filed both by counsel and their clients and it shows a clear lack of coordination between attorney and client. It really undercuts my efforts on your behalf. However, I did get an interesting call from Horton Frank yesterday Despite Holland's continual stance that he will never pay you a penny , he has made a \$50,000 cash offer to resolve this case . He is able to borrow this sum from a friend. His attorney, Mr. Frank, is trying to help him clean up all the judgments against him. Holland is 79 and he is trying to find some late life resolution to all his problems. I think there is a possibility about getting him to agree to a little more like \$60.000-\$75.000. But his offer is \$50.000 cash when all the final paperwork is signed. After all you have gone through I do encourage you to consider this and advise as soon as possible as to your thoughts. We have chased him around for years and in the collection business there is a saying " money in hand is better than possible money in the future." All that is to say that money in hand is a certain while collection is not. And he could bankrupt again. Bob

Robert J. Notestine III  
Notestine Law Firm  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615- 297-1568, ext 11  
615-297-2413 fax  
Direct: (615)202-5071  
615-297-2413  
[bob@notestinelaw.com](mailto:bob@notestinelaw.com)

Windows Live Hotmail Print Message

Re: Deborah Frierson

Bob Notestine (bob@bellemeadetitle.com)

Mon 5/16/11 6:12 PM

Alan Wise (Alan@wisecoachesofnashville.com)

Deborah Frierson (deborahfrierson@hotmail.com)

Mr. Wise, by your communication addressed to me, without assistance of counsel, I assume you intend to proceed without counsel. If this is incorrect please let me know. I will represent Ms. Frierson in the eviction action. However, unless you are willing to communicate openly in a meeting about your interest in this property and any business dealings you have with the former owner of the property I must warn you that there is a chance you will become a party or witness in a pending circuit court case involving my client and the prior owner. To put it simply, if you will meet with myself and my client this week or early next week to discuss this matter and to assure us that you have no business dealings or relationship with the former owner, I feel that we may be able to keep you out of the litigation. If you are not willing to do so I will ask the court to remove any eviction action you may file with circuit court and we will explore adding you to the case. I am not doing this to threaten you but to let you know that this property has been the subject of litigation and that this litigation may have an impact on you.

Please let me know if you are willing to meet in the hope that an amicable resolution may occur, Bob Notestine Attorney at Law

On Sat, May 14, 2011 at 4:10 PM, Alan Wise <

> wrote:

Bob,

My name is Alan Wise. You have been in contact with my foreclosure attorney Greg Gill in regards to Deborah and her request regarding the purchase of the property she currently resides at. I want to let you know that the property is not for sale. I have contacted your client in regards to this matter and informed her I would do a month to month rental agreement at best. I have not had any response from Deborah as of today's date, May 14, 2011. Please inform your client that I intend to proceed with eviction procedures, Tuesday May 17<sup>th</sup>, 2011, if she has not contacted me and made arrangements for payment. The rental amount is \$1200.00 monthly.

Thank you for your assistance on this matter.

Alan Wise

President/CEO

Wise Coaches, Inc.

1312 Central Ct.

Hermitage, TN 37076

615-391-3505 (O)

615-944-0755 (C)

To learn more about our company, visit

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615- 297-1568, ext 11  
615-297-2413

Windows Live Hotmail Print Message

Re: Deborah Frierson - April 25th sale

Bob Notestine (bob@bellemeadetitle.com)

Wed 4/20/11 6:25 PM

Deborah Frierson (deborahfrierson@hotmail.com)

Deborah the deed I looked at had the other information. Were two tracts in your name? If this is correct I need to let Mr. Gill know tomorrow. Bob

On Wed, Apr 20, 2011 at 4:48 PM, Deborah Frierson <

> wrote:

MR. NOTESTINE,

**IT IS NOT THE 6.0 ACRES, IT IS TE 4.8 ACRES WHICH THE HOUSE IS LOCATED AND ATTACHED \$115,4000 WHICH I WAS PAID , THE ADDRESS IS 1209 TULIP GROVE RD.,**

**HERMITAGE, TN 37076, LEGAL DESCRIPTION: TAX ID #086-00-0348-00, TAX MAP, PARCEL 348. SIGNED CONTRACT 11/2/06, LOAN FROM THE BANK FILE NO.C#6314.**

**CAN I WRITE THE JUDGE, IS PROPER OR IMPROPER.**

**THANK YOU**

URGENT

Date: Mon, 18 Apr 2011 11:54:45 -0500  
Subject: Fwd: Deborah Frierson - April 25th sale  
From:  
To:

Deborah- FYI, Bob

----- Forwarded message -----

From: Bob Notestine <  
Date: Mon, Apr 18, 2011 at 11:54 AM  
Subject: Deborah Frierson - April 25th sale  
To: "Name missing - ggill@rma-law\_com" <

Greg- as we discussed my client is in a difficult situation as to the property in Hermitage on which you plan to conduct a foreclosure on the 25th of April. On or about November 2, 2006 my client entered into a contract with Dwight Holland/H Group LLC to purchase 6.03 acres owned by her known as 1213 Tulip Grove Road Hermitage, TN 37076 for \$145,000 in return for Holland agreeing to build her a new home within 2.5 years for \$140,000-145000 price range. Holland performed and my client is still in her former

house. A breach of contract lawsuit is still pending in the Sixth Circuit Court for Davidson County, TN. As I mentioned on the phone, my clients son is disabled due to an auto accident. My client has offered to accept her current property back but Holland has encumbered it and has stated that the location of the existing house is part of the common area on a proposed development plan. Holland is represented by Chad White of Tune Entrekin and White.

I don't see where my client has privity of contract with your client and this may limit her ability to protect her home but a foreclosure could cause irreparable harm and leave her with no place for her son and herself to live. It is difficult to tell but it looks like it might be part of your 11:50 am sale. I am assuming it is part of the tracts being sold at foreclsoure but I could be wrong.

The actual purchase occurred on April 3, 2007. The deed reference is 20070411-0043079 RODG, TN. please review this situation and let me know if you can delay foreclosure ont he

6 acre tract so we can discuss options as to its ultimate disposition. Bob Notestine

Robert J. Notestine III

Attorney at Law

109 Kenner Avenue, S-201

Nashville, TN 37205

615- 297-1568, ext 11

615-297-2413

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615- 297-1568, ext 11  
615-297-2413

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Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615- 297-1568, ext 11

## Re: Deborah Frierson

From: Bob Notestine (bob@bellmeadetitle.com)

Sent: Mon 5/16/11 6:12 PM

To: Alan Wise (Alan@wisecoachesofnashville.com)

Cc: Deborah Frierson (deborahfrierson@hotmail.com)

Mr. Wise, by your communication addressed to me, without assistance of counsel, I assume you intend to proceed without counsel. If this is incorrect please let me know. I will represent Ms. Frierson in the eviction action. However, unless you are willing to communicate openly in a meeting about your interest in this property and any business dealings you have with the former owner of the property I must warn you that there is a chance you will become a party or witness in a pending circuit court case involving my client and the prior owner. To put it simply, if you will meet with myself and my client this week or early next week to discuss this matter and to assure us that you have no business dealings or relationship with the former owner, I feel that we may be able to keep you out of the litigation. If you are not willing to do so I will ask the court to remove any eviction action you may file with circuit court and we will explore adding you to the case. I am not doing this to threaten you but to let you know that this property has been the subject of litigation and that this litigation may have an impact on you.

Please let me know if you are willing to meet in the hope that an amicable resolution may occur, Bob  
Notestine Attorney at Law

On Sat, May 14, 2011 at 4:10 PM, Alan Wise <

> wrote:

Bob,

My name is Alan Wise. You have been in contact with my foreclosure attorney Greg Gill in regards to Deborah and her request regarding the purchase of the property she currently resides at. I want to let you know that the property is not for sale. I have contacted your client in regards to this matter and informed her I would do a month to month rental agreement at best. I have not had any response from Deborah as of today's date, May 14, 2011. Please inform your client that I intend to proceed with eviction procedures, Tuesday May 17<sup>th</sup>, 2011, if she has not contacted me and made arrangements for payment. The rental amount is \$1200.00 monthly.

Thank you for your assistance on this matter.

Alan Wise

President/CEO

W W W . H O W S . L I V E . H U M A N . C O M / M E S S A G E

Page 2 of 2

Wise Coaches, Inc.

1312 Central Ct.

Hermitage, TN 37076

615-391-3505 (O)

615-944-0755 (C)

To learn more about our company, visit

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615- 297-1568, ext 11  
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 **Alan R. Wise**  
Bob Notestine [bob@bellemeadetitle.com]

**Sent:** Friday, May 20, 2011 4:04 PM

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**To:**

**Cc:**

Mr. Wise you mentioned potentially starting an eviction action against my client, Deborah Frierson. My client and I have checked the Register's records and it appears no trustee's deed has been recorded relative to the foreclosures and I see no deeds in your name. What I did find is the various scrivener's affidavits purporting to correct errors in the assignments from the Bank. You may want to seek legal counsel but it does not appear from the public records that you own the property on which my client resides, at least at the present.

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
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615-297-1568, ext 11  
615-297-2413

**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Re: Court Wednesday

Mr. Wise, I think my clients might be interested. They would like to stay on land formerly owned by their family as was agreed with Mr. Holland and I believe you now own most of the land formerly owned by their family. Let me confirm with them and I will get back with you tomorrow. Although I have not discussed it, another option might be to move the existing house. What are your feelings on this option? Bob Notestine

On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise <  
wrote:

&gt;

Bob,

I do own a construction company and am willing to build a house on your land if you offer  
the contract. If they are interested, I will be open for discussion.

Andy 491257

PTComcast/491257

Wise, Deborah F.

PTComcast/491257

Hollister, CA 95023

Notestine, Bob [mailto:[bnotestine@ptcomcast.com](#)]

**From:** Bob Notestine [mailto:[bnotestine@ptcomcast.com](#)]  
**Sent:** Friday, June 10, 2011 6:34 PM  
**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Court Wednesday

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were suggesting you could build a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a docket already set for Wednesday and plan to be there to defend against the detainer if we cannot reach other agreements. As

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**RE: court**

deb Frierson [deborahfrierson@hotmail.com]

To help protect your privacy, some content in this message has been blocked. If you're sure this message is from a trusted sender and you want to re-enable the blocked features,

Sent: Tuesday, June 28, 2011 1:52 AM

To:

*Mr. Notestine, I was reading in a law book, tenanc subject to prior rights..it states if the landlord (Holland) I never paid him money to stay here in the house and landlord property is subject to a mortgage at the time you takea lease on a part of the property (no lease rent-free). If the landlord defaults in his mortage payment, you may be forced to vacate if the mortgagee decides to foreclose. If your lease was in existence before the property was mortaged , the reverse is true. that is, the mortgaged is subject to the lease and you cann ot be evicted in foreclosure. Similarly, if the lord should decide to sell the property, since their was no agreement with the new owner of the property, actually the rights of the tenants an their obligations have not altered at all by the change of new ownership.*

*So, if this is the case you stated, a petition could be made by the court to let me pay one years rent (which is no rent) this will give me time to decide which way to go with this mess I got myself into with this crooked people. Do you think their is anyway, the eviction will allow me to stay here in the house until after the November 14, since I have been in court with Mr. Holland since 2009 and let the higher court make that decision.*

ate: Mon, 27 Jun 2011 13:05:29 -0500

Subject: Re: court

From: bob@bellemeadetitle.com

To: deborahfrierson@hotmail.com

Yes- and I really don't know that I have a way to stop it at this point. Have you had any thoughts about moving? Without a way to pay for a new home, keeping this one seem unlikely. Any thoughts about where you could get money so that we could try and work out an arrangement with Wise? Bob

> wrote:

On Mon, Jun 27, 2011 at 6:40 AM, deb Frierson <

*Hi Mr. Notestine, surprise to hear from me, we thought we would let you reach from us, is the Court date still 6/29/2011 for the eviction.*

*Deborah*

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## Re: Frierson matter

Bob Notestine [bob@bellemeadetitle.com]

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**Sent:** Thursday, July 28, 2011 10:13 AM

**To:**

I got it moved to August 10. I also got any claims for rent dismissed. What Wise does not know is that I have prepared a subpoena to a deposition for Holland at 10 am on August 25 and Wise at 1 pm. Bob

On Wed, Jul 27, 2011 at 9:13 PM, deb Frierson <

*Mr. Notestine,*

*What day did the Judge order me to vacate? August 6, 2011?*

*Thank You  
Deborah*

Date: Tue, 26 Jul 2011 14:11:25 -0500

Subject: Re: Frierson matter

From:

To:

I am not sure there is a need to come now. I have been in touch with Wise and advised him I thought you could be out by the 10th. I told him you would not pay rent as there was no business dealings with him. He wrote back and said he would work out the details tomorrow. Bob

On Tue, Jul 26, 2011 at 12:51 AM, deb Frierson <

*Thanks Mr. Notestine, I will be out in the 10 days, somewhere, here or Indianapolis...the out date will be 10 days from 27 of July which will be*

*August 6, or August 5, 2011. Do I have to make myself present when my name is called, just in case you are not their but I will have to leave after my name is called because Cartaze will be by himself.*

*Thank you  
Deborah*

Date: Mon, 25 Jul 2011 17:48:36 -0500

Subject: Re: Frierson matter

From:

To:

Deborah- what we are faced with is the likelihood of a judgment for possession on Wednesday. If that happens you will only have 10 days

RE: Frierson matter - Outlook

Page 2 of 2

**From:** Bob Notestine [mailto:[bob@bellemeadtitle.com](mailto:bob@bellemeadtitle.com)]  
**Sent:** Monday, July 18, 2011 7:25 PM  
**To:** Alan Wise  
**Subject:** Frierson matter

Alan- my client believes that you will likely get possession. However, she needs additional time due to the condition of her son. Of course we could always appeal and tie it for a longer period of time. However, to avoid all this and to make it easier for you also, I believe my client would allow me to announce an agreed judgment for possession if you would agree to extend her time to move to the end of August. If we announce an agreement there is no appeal and your possession is granted effective the date we agree upon. Even without an agreement you would have to evict and probably would not get them out until mid August. If you have to do a forced set-out it would not be pleasant and the PR would be terrible.

So the pending proposal is a agreement that they would vacate by the 31st of August and I could announce this in court as an agreed order. This saves you additional court time and attys fees and its more of a win-win for all parties. Give this some thought and advise if you can agree to this, Bob

Robert J. Notestine III  
Attorney at Law  
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Nashville, TN 37205  
615-297-1568, ext 11  
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**RE: Frierson matter**

deb Frierson [deborahfrierson@hotmail.com]

To help protect your privacy, some content in this message has been blocked. If you're sure this message is from a trusted sender and you want to re-enable the blocked features,

**Sent:** Thursday, July 21, 2011 10:36 PM

**To:**

**MR. NOTESTINE, I DO NOT LIKE HOW THIS ALL WENT DOWN, SOMETHING WITH THIS WHOLE MESS DOESN'T SOUND RIGHT.**

**I WILL LET YOU KNOW BEFORE WE GO TO COURT ON 7/27/2011, I KNOW WHAT HE IS UP TOO (HE HAS A SNEAKY QUALITY JUST LIKE THE HOLLAND'S). I HAVE A QUESTION? SINCE WISE BROUGHT THE PROPERTY ON 2/15/2011 AND HOLLAND PAID THE TAXES ON 2/18/2011, THEN THE DEED HAD TO BE RE-WRITTEN BECAUSE OF ERRORS, THEN RE-WROTE ON 5/23/2011 (TO ME THAT SEEMS SNEAKY). I THOUGHT WHEN ONE HAS BEEN FORECLOSED ON AND PROPERTY IS UP FOR AUCTION (IT IS AN AUCTION FOR THE HIGHEST BIDDER)??BUT THE PROPERTY WAS BROUGHT BEFORE AUCTION, WHY DID THEY HAVE AN AUCTION WHEN SOMEONE ELSE HAS ALREADY OWN THE PROPERTY???WAS THIS JUST TO MAKE IT LOOK LEGAL ON PAPER. I DO NOT LIKE WISE PERSON, SOMETHING ABOUT HIM IS SNEAKY ETC., (I HAVE LEARN MY LESSON**

**ABOUT THE STATEMENT...WHICH WISE STATED (I AM GOOD PEOPLE..WHICH I HEARD THE SAME EXACT WORDS FROM HOLLAND; IF SUCH GOOD PEOPLE WHY AM I GOING TO TRIAL). THIS IS MY PERSONALLY OPINION OF HIM SINCE BEING IN HIS PRESENT.**

**YOU ARE GOOD PEOPLE...THESE WORDS ARE SUITED FOR YOU!!!!**

**DEB**

Subject: Fw: Frierson matter  
To: deborahfrierson@hotmail.com  
From: bob@bellemeadetitle.com  
Date: Wed, 20 Jul 2011 16:36:13 +0000

Sent from my Verizon Wireless BlackBerry

**From:** Alan Wise <Alan@wisecoachesofnashville.com>  
**Date:** Wed, 20 Jul 2011 11:27:22 -0500  
**To:** Bob Notestine<bob@bellemeadetitle.com>  
**Subject:** RE: Frierson matter

Bob,

I am willing to allow your client to stay until the end of the month at no additional payment to you. Under normal circumstances, we would require a month's notice of occupancy. I had originally said \$1200.00 per month, but due to the circumstances, we are willing to reduce that to \$700.00. So, if we can get an early release, and the property is vacated by August 31<sup>st</sup>, I will agree to that.

Alan Wise

**From:** Bob Notestine [mailto:[bob@bellemeadetitle.com](mailto:bob@bellemeadetitle.com)]  
**Sent:** Monday, July 18, 2011 7:25 PM  
**To:** Alan Wise  
**Subject:** Frierson matter

Alan- my client believes that you will likely get possession. However, she needs additional time due to the condition of her son. Of course we could always appeal and tie it for a longer period of time. However, to avoid all this and to make it easier for you also, I believe my client would allow me to announce an agreed judgment for possession if you would agree to extent her time to move to the end of August. If we announce an agreement there is no appeal and your possession is granted effective the date we agree upon. Even without an agreement you would have to evict and probably would not get them out until mid August. If you have to do a forced set-out it would not be pleasant and the PR would be terrible

So the pending proposal is a agreement that they would vacate by the 31st of August and I could announce this in court as an agreed order. This saves you additional court time and attys fees and its more of a win-win for all parties. Give this some thought and advise if you can agree to this, Bob

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**RE: Wise**

deb Frierson [deborahfrierson@hotmail.com]

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Sent: Wednesday, June 8, 2011 6:29 PM

To:

**MR. NOTESTINE, I AGREE WITH YOU, THEY ARE STILL UP TO SOMETHING. I JUST WANT MY DAY IN COURT THE EVICTION NOTICE THAT WAS LEFT 5/9/2011, WAS NOT THE REAL OWNER NOT UNTIL 5/23/2011 AFTER YOU E-MAILED. PLUS MR.**

**HOLLAND HAD ALL THE TIME IN THE WORLD TO GET ME BACK MY LAND BECAUSE HE DEFAULTED ON HIS CONTACT, ALL THIS TIME HE WAS THE OWNER AND NEVER GAVE UP HIS RIGHTS TO LAND. I FEEL MR. WHITE, HOLLAND AND WISE ARE ALL IN CAHOOTS PLAYING THE LEGAL SYSTEM. THE DELAYING WAS ALL ON MR. HOLLAND IN THIS CASE, DAVID LET IT HAPPEN. I SAW MR. HOLLAND UP HERE ON 4/5/2011 AFTER THE TORNADO LOOKING, AT THAT TIME HE WAS STILL THE OWNER, IT SEEMS THAT MR. HOLLAND DEEDED THE 4.8ACRES TO WISE, LLC (AT THIS TIME HE ONLY HAD ONE COMPANY WHICH WAS LUX DEVELOPMENT, WHAT HE DID WAS CREATED THIS COMPANY SINCE TALKING WITH YOU THOUGHT E-MAIL.**

**I AM NOT WAIVING THE RESCISSION CLAIM WHICH THEY HAVE BEEN PLAYING WITH FOR ALMOST 3 YEARS AND DEALING WITH MR. HOLLAND FOR ALMOST FIVE. I HOPE THIS DOES NOT SOUND COLD, BUT I DO NOT CARE ABOUT HIS ACCIDENT MY SON WAS IN AN ACCIDENT BETWEEN LIFE AND DEATH WHEN HE WAS TRYING TO SWINDLING ME OUT ME OUT OF MY LAND . MR. WISE SHOULD ALSO BE PART OF THE LIGATION BECAUSE HE CAME TO THE HOME ON BEHALF OF MR. HOLLAND THREATEN ME OF THE EVICTION. I WANT TO SEE BOTH OF THEM IN COURT BECAUSE THEY ARE WORKING TO GET ME OUT OF MY HOUSE. I HAVE TO GO TO COURT NO MATTER BECAUSE MY FATHER, G-MA AND G-FATHER WOULD NOT LIKE ME GIVING UP WITHOUT FIGHT. SEE FRIDAY...HOW DO I NEED TO BRING, I HAVE THE \$437.00, WILL BRING FRIDAY**

**I KNOW THIS CASE - DATES IN AND OUT.**

**DEBORAH**

Date: Wed, 8 Jun 2011 13:02:36 -0500  
Subject: Re: Wise  
From: bob@bellemeadetitle.com  
To: deborahfrierson@hotmail.com

They want you to waive the rescission claim which I feel is not in your best interest. If you do waive it they will not object to the motion or the scheduling order. I have heard enough to believe Wise and Holland are likely friends. Bob

Entire Mailbox

**Court Wednesday**

Bob Notestine [bob@bellemeadetitle.com]

**Sent:** Friday, June 10, 2011 5:33 PM**To:****Cc:**

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were suggesting you could build a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a docket already set for Wednesday and plan to be there to defend against the detainer if we cannot reach other agreements. As you may be aware, Mr. Holland and/or his company had an obligation to build a house for my client and her son. He failed to do so and litigation is pending with a trial date in November. In the meantime I will be compelled to take depositions of everyone involved with this property including you as a representative of the company that owns the property. I would assume you would prefer to stay out of the legal entanglements between my client and Mr. Holland, but I may need to add your company as a party as a title holder since my client is trying to rescind the contract with Mr. Holland.

A house for my clients will go a long way towards making this go away. My client is looking for a House on land formerly owned by her family per the agreement with Mr. Holland. If you are willing to discuss this before or at court Wednesday that will be great. If not I expect to start taking depositions this month, Bob Notestine

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205  
615-297-1568, ext 11  
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## Re: Court Wednesday

Bob Notestine [bob@bellemeadetitle.com]

**Sent:** Monday, June 13, 2011 7:25 PM

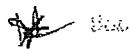
**To:**

**Cc:**

Mr. Wise, I think my clients might be interested. They would like to stay on land formerly owned by their family as was agreed with Mr. Holland and I believe you now own most of the land formerly owned by their family. Let me confirm with them and I will get back with you tomorrow. Although I have not discussed it, another option might be to move the existing house. What are your feelings on this option? Bob Notestine

On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise <

> wrote:

 Alan

I do own a construction company and am willing to build a house for you. I have a bank plus contract. If they are interested, I will be open for discussion.

Alan Wise

President/CIO

Wise Construction Inc.

P.O. Box 6100

Hermiston, OR 97838

For legal advice about this transaction, consult your attorney.

**From:** Bob Notestine [mailto:  
**Sent:** Friday, June 10, 2011 6:34 PM  
**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Court Wednesday

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I

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**Court Wednesday**  
Bob Notestine [bob@bellemeadetitle.com]

Sent Tuesday, June 14, 2011 9:15 AM

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To:

Forwarded message  
From: Bob Notestine >  
Date: Tue, Jun 14, 2011 at 10:15 AM  
Subject: Re: Court Wednesday  
To: Alan Wise >

If we can schedule a time to meet with you would you be willing to continue the case a week or two so we can deal in good faith. I will be in court for several other cases tomorrow and can announce an agreement to continue the case while we discuss settlement. As to a meeting we could meet at your office or the property. I could meet most afternoons this week. Bob

On Mon, Jun 13, 2011 at 9:07 PM, Alan Wise < > wrote:

Bob  
I think it would be best to discuss this by phone.

Alan Wise  
President/CEO

WISE Capital Inc.  
1818 Central Ct.  
Memphis, TN 37078

To learn more about our company, visit

**From:** Bob Notestine [mailto:  
**Sent:** Monday, June 13, 2011 8:26 PM

**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Re: Court Wednesday

Mr. Wise, I think my clients might be interested. They would like to stay on land formerly owned by their family as was agreed with Mr. Holland and I believe you now own most of the land formerly owned by their family. Let me confirm with them and I will get back with you tomorrow. Although I have not discussed it, another option might be to move the existing house. What are your feelings on this option? Bob Notestine

On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise <[wrote](#)>

**From:** Bob Notestine [mailto:[mailto:Bob.Notestine@att.net](#)]  
**Sent:** Friday, June 10, 2011 6:34 PM  
**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Court Wednesday

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were seriously considering building a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a conference call set for Wednesday and

you may be aware, Mr. Holland and/or his company had an obligation to build a house for my client and her son. He failed to do so and litigation is pending with a trial date in November. In the meantime I will be compelled to take depositions of everyone involved with this property including you as a representative of the company that owns the property. I would assume you would prefer to stay out of the legal entanglements between my client and Mr. Holland, but I may need to add your company as a party as a title holder since my client is trying to rescind the contract with Mr. Holland.

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Nashville, TN 37205

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On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise <[wrote](#)>

BCC:

 My own & consolidated company and am willing to build a house for your clients and a lot less cost than contract. If they are interested, I will be open for discussion.

REBMM 8-12-11

Notestine, Bob

REBMM 8-12-11

1010 Central St

Hanford, CA 93235

 REBMM 8-12-11

**From:** Bob Notestine [mailto:[REBMM 8-12-11](#)]  
**Sent:** Friday, June 10, 2011 6:34 PM  
**To:** Alan Wise  
**Cc:** Deborah Frierson  
**Subject:** Court Wednesday

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615-297-2413

you may be aware, Mr. Holland and/or his company had an obligation to build a house for my client and her son. He failed to do so and litigation is pending with a trial date in November. In the meantime I will be compelled to take depositions of everyone involved with this property including you as a representative of the company that owns the property. I would assume you would prefer to stay out of the legal entanglements between my client and Mr. Holland, but I may need to add your company as a party as a title holder since my client is trying to rescind the contract with Mr. Holland.

A house for my clients will go a long way towards making this go away. My client is looking for a House on land formerly owned by her family per the agreement with Mr. Holland. If you are willing to discuss this before or at court Wednesday that will be great. If not I expect to start taking depositions this month, Bob Notestine

**Robert J. Notestine III**  
**Attorney at Law**  
**109 Kenner Avenue, S-201**  
**Nashville, TN 37205**

Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, S-201  
Nashville, TN 37205

DATE 09/30/21  
TIME 11:11AM

Metro Water Services  
DETAIL HISTORY PRINT

CUST #	NAME	STREET	ADDRESS	CITY/ST	ZIP CD	PHONE #	SERV.1209	TULIP GROVE RD ON DATE	LAST PD	4/29/1995
	DEBORAH FRIERSON	8305 GORDON LN	HERMITAGE TN	37076-2112		615-889-8896	PREM		DUE DATE	6/02/2011
							CL	0 NOT FOUND	# DELQ	8/31/2011
							RT	0 RATE NOT FOUND	SHUT DT	
							TC	0 TAXABLE	STOP DS	
							TP	0 RESIDENTIAL	OFF DT	
							TD	12 HERMITAGE		8/08/2011
MA								0.00	PENL/INT.	0.00
SW								0.00	ACCOUNT BAL	0.00
DG								0.00		0.00
RT								0.00		0.00
RF								0.00		0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

\*\*\* NO TRANSACTIONS FOUND TO MEET ENTERED SELECTION CRITERIA ! \*\*\*

I do not know what fraudulent information is going into the file we have at his address, never had water connected to this property 1205 Tulip Ln Hermitage, TN. No sewer, Never / had at this address. This fraudulent bill goes for against years, every one is turn blind, it had been to FBI Attorney General, Fedra I. I am the only one who can get next, I have talk a phone hooker to my home that have lond loked me Hermitage, Boose Robert. sending

Mail back to your Comp Mtl aluminum falls into my mail box at 1209 Tulip Ln Hermitage, TN 37076

July 28,

CHST  
CS517-649

# NASHVILLE ELECTRIC SERVICE CUSTOMER HISTORY

5/26/21  
04:48:22

LINE

CUST	0415331	NAME	FRIERSON, DEBORAH J
SS		ALIAS	
LIC		ALIAS	
FED ID		ALIAS	

ITEM	PREMISE	SERVICE ADDRESS	TURN ON	TURN OFF	CREDIT RATING
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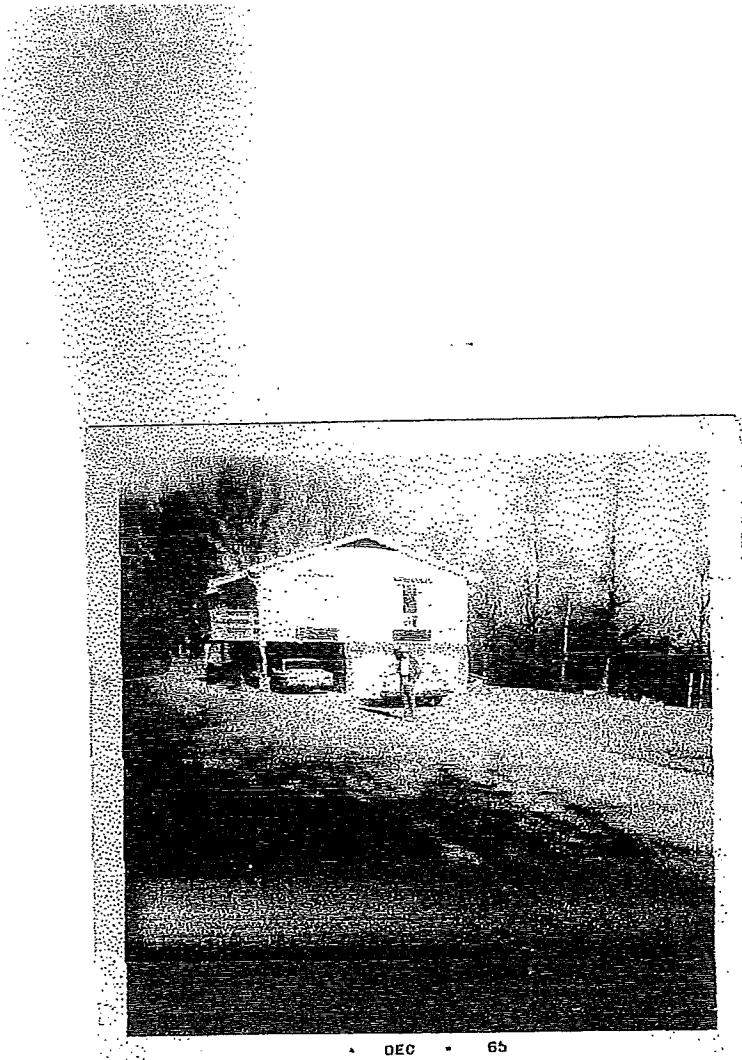
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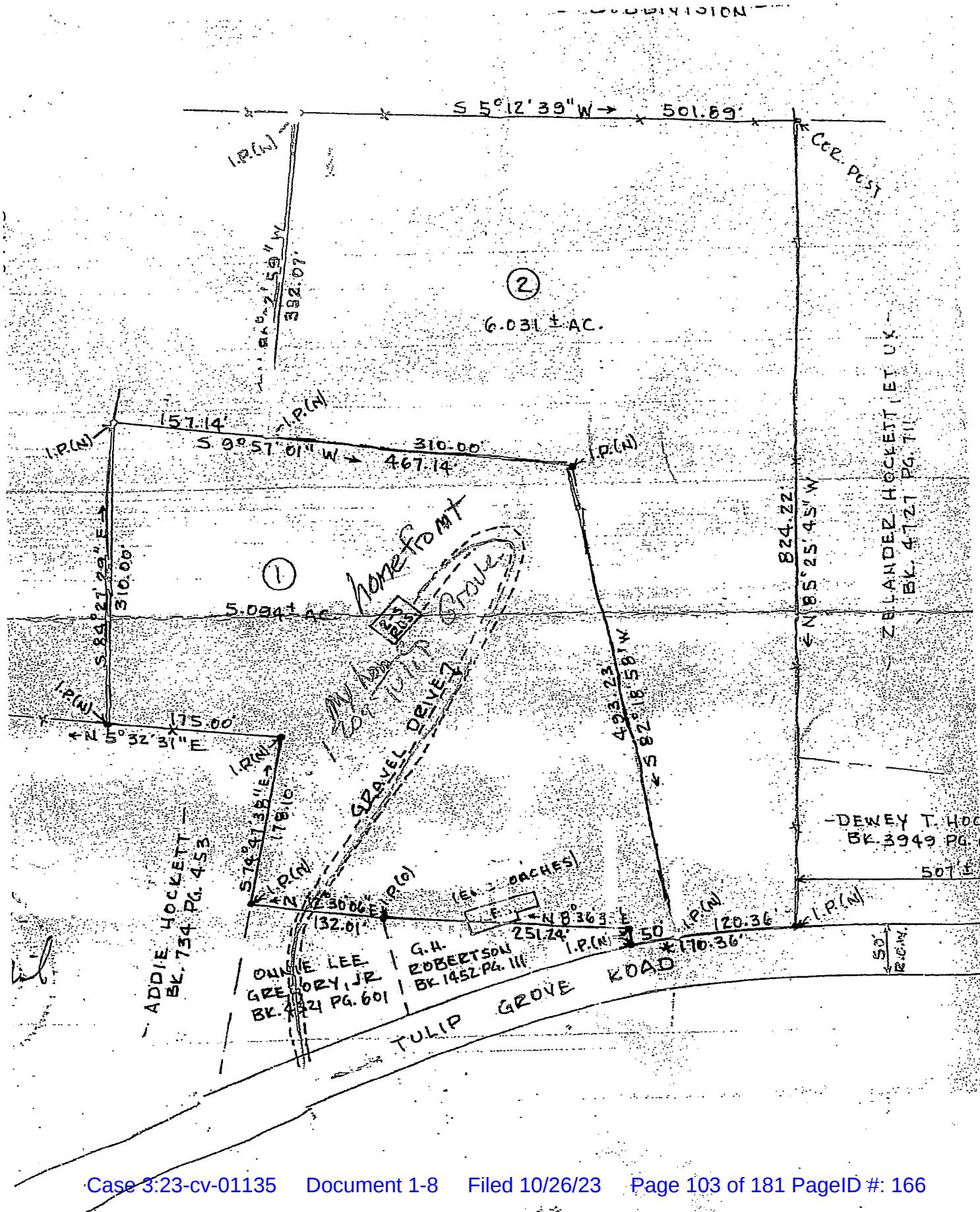
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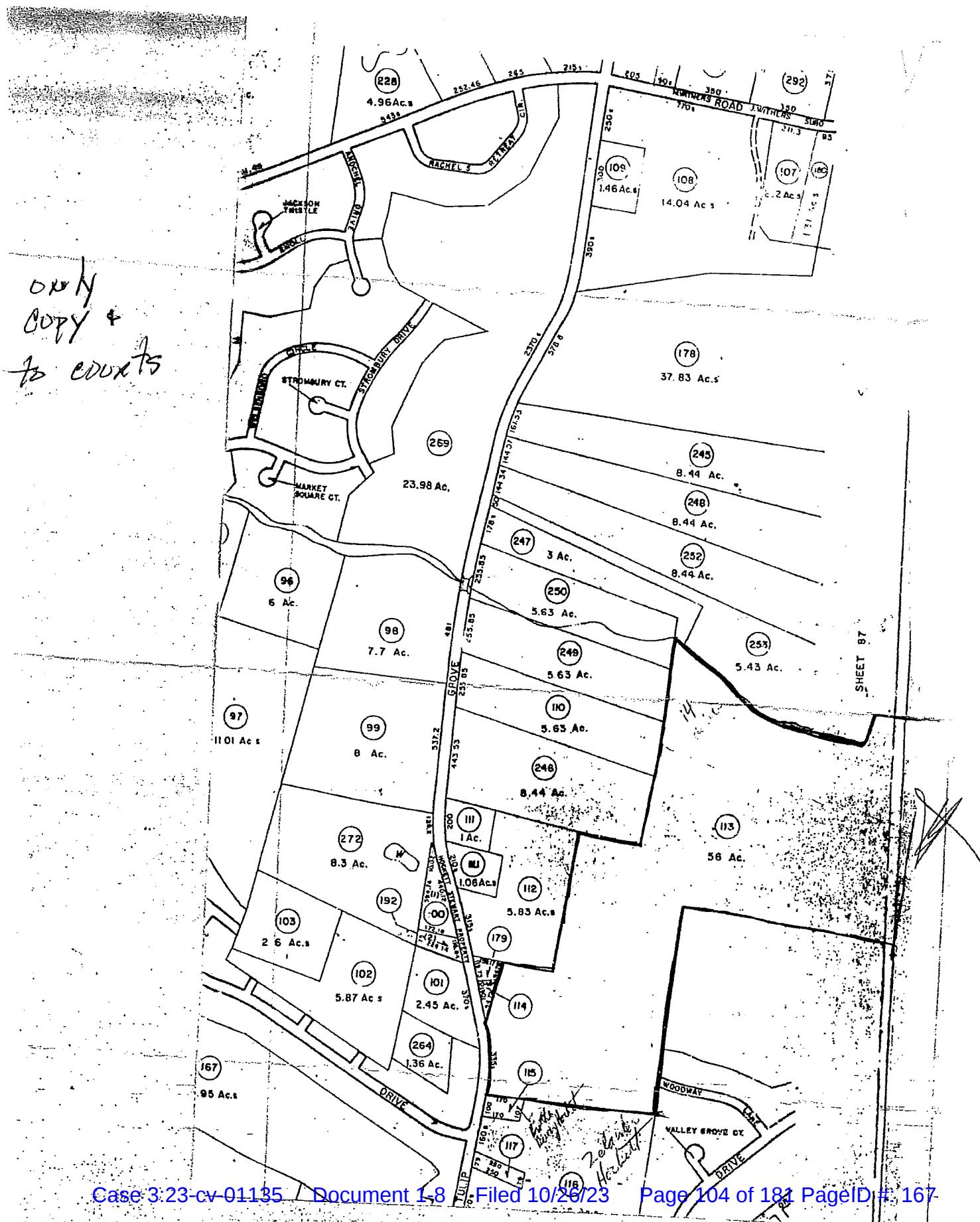
05 0163255 1209 TULIP GROVE RD 11/05/90 8/08/11 S  
HERMITAGE TN 37076-2632 TNNC XFOF

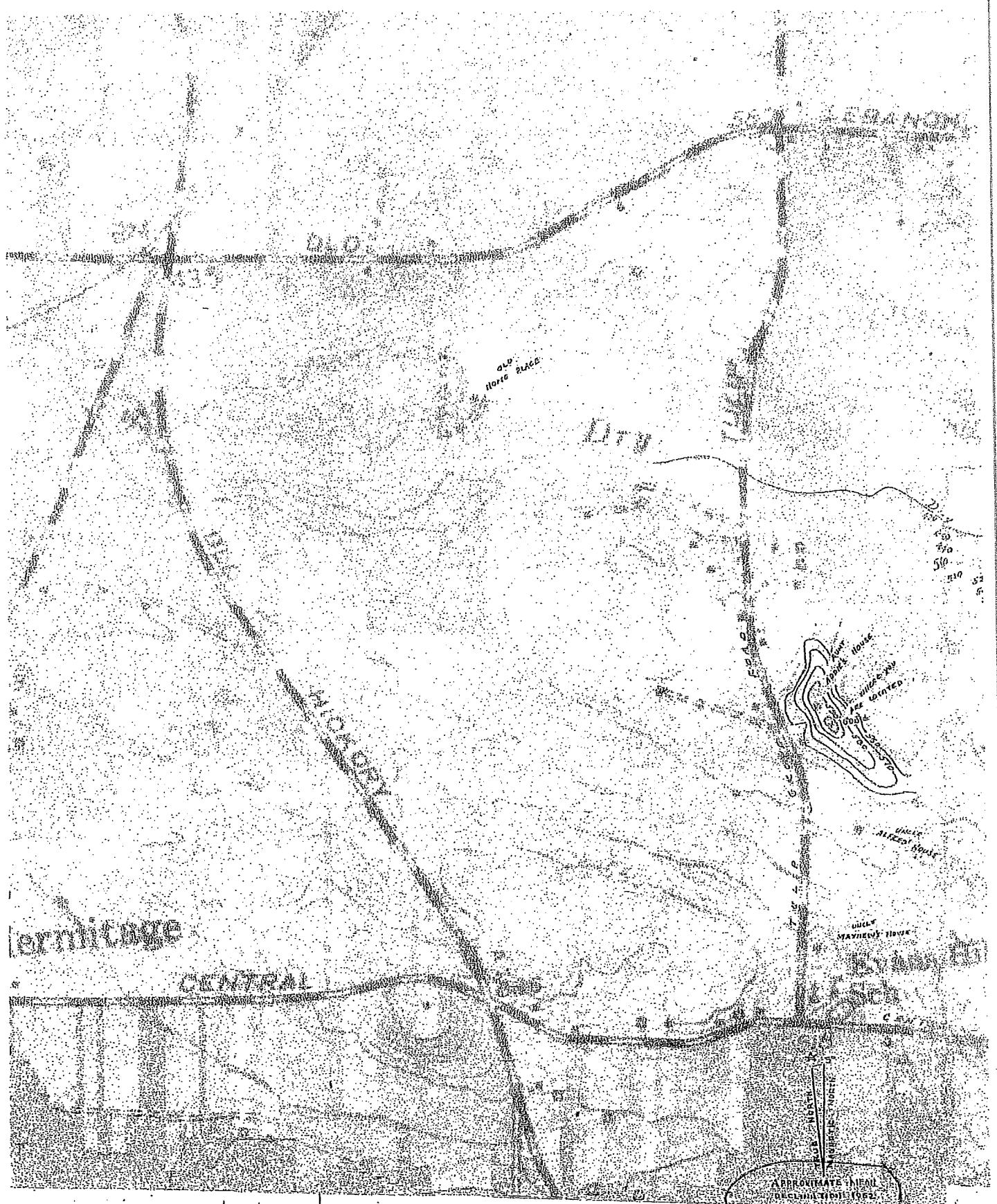
06 0198379 8305 GORDON LN 8/03/11 S  
Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 101 of 181 PageID #: 164  
HERMITAGE TN 3/07/6-2112 XFON



2023-09-26 10:26:45Z /S/







My Father did this evaluation  
ON The <sup>drew</sup> 56 acres engineer

22, 10:54 AM

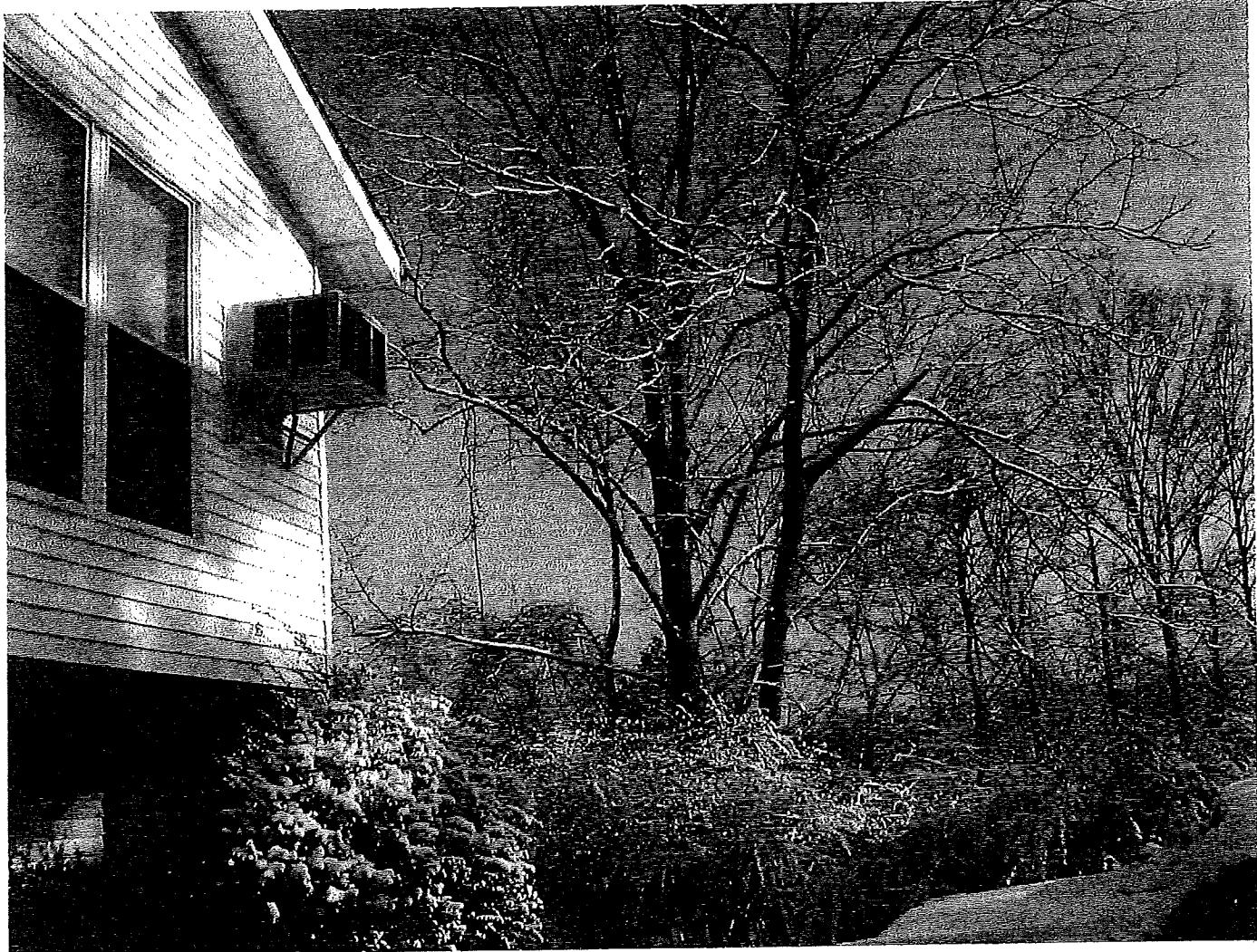
(36 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

*Before*

From: DEBORAH Frierson (deborahfrierson23@yahoo.com)  
To: deborahfrierson23@yahoo.com  
Date: Saturday, April 2, 2022, 04:53 AM CDT





4/13/22, 10:45 AM

(34 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORAH Frierson (deborahfrierson23@yahoo.com)  
To: deborahfrierson23@yahoo.com  
Date: Saturday, April 2, 2022, 05:17 AM CDT



Sent from Yahoo Mail on Android

destruction of property

4/13/22, 10:54 AM

(37 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORAH Frierson (deborahfrierson23@yahoo.com)

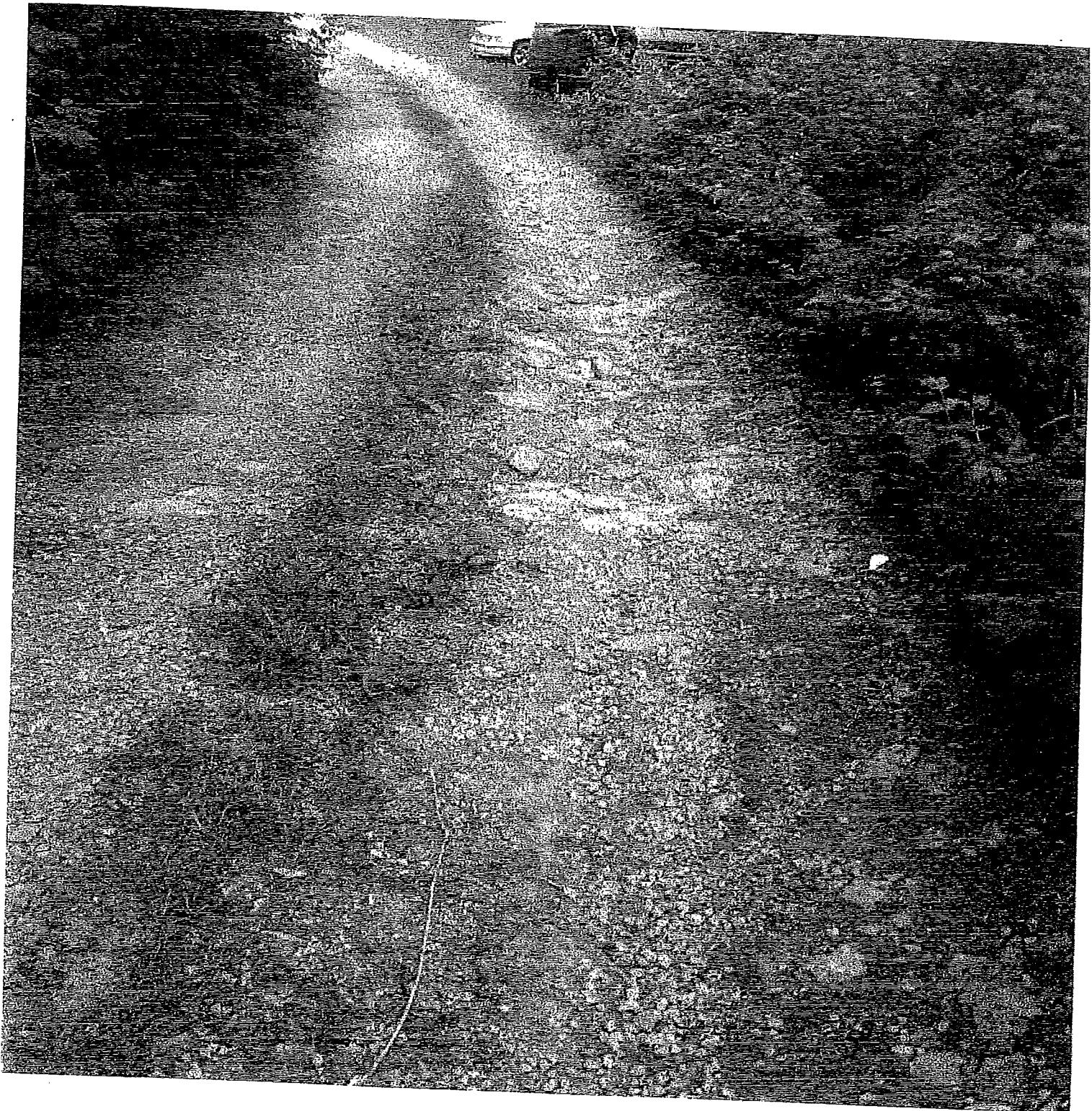
To: deborahfrierson23@yahoo.com

Date: Saturday, April 2, 2022, 04:54 AM CDT





This is how the property looked before  
construction



3/22, 10:54 AM

(36 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORAH Frierson (deborahfrierson23@yahoo.com)

To: deborahfrierson23@yahoo.com

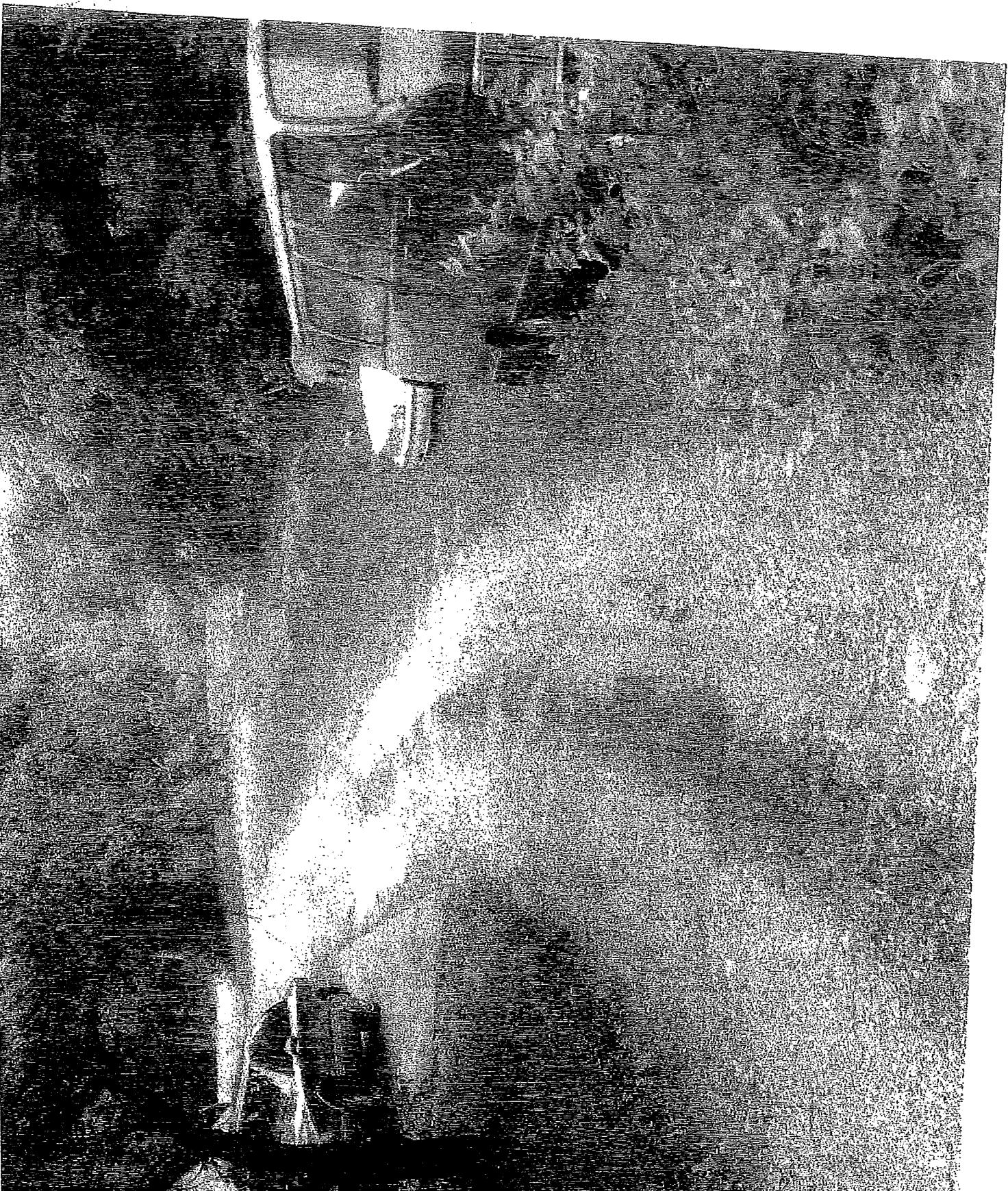
Date: Saturday, April 2, 2022, 04:55 AM CDT



Driveway fence being blocked  
Storage unit started

Sent from Yahoo Mail on Android

Case 3:23-cv-01135 Document 2-8 Filed 10/26/23 Page 112 of 181 Pages #: 175

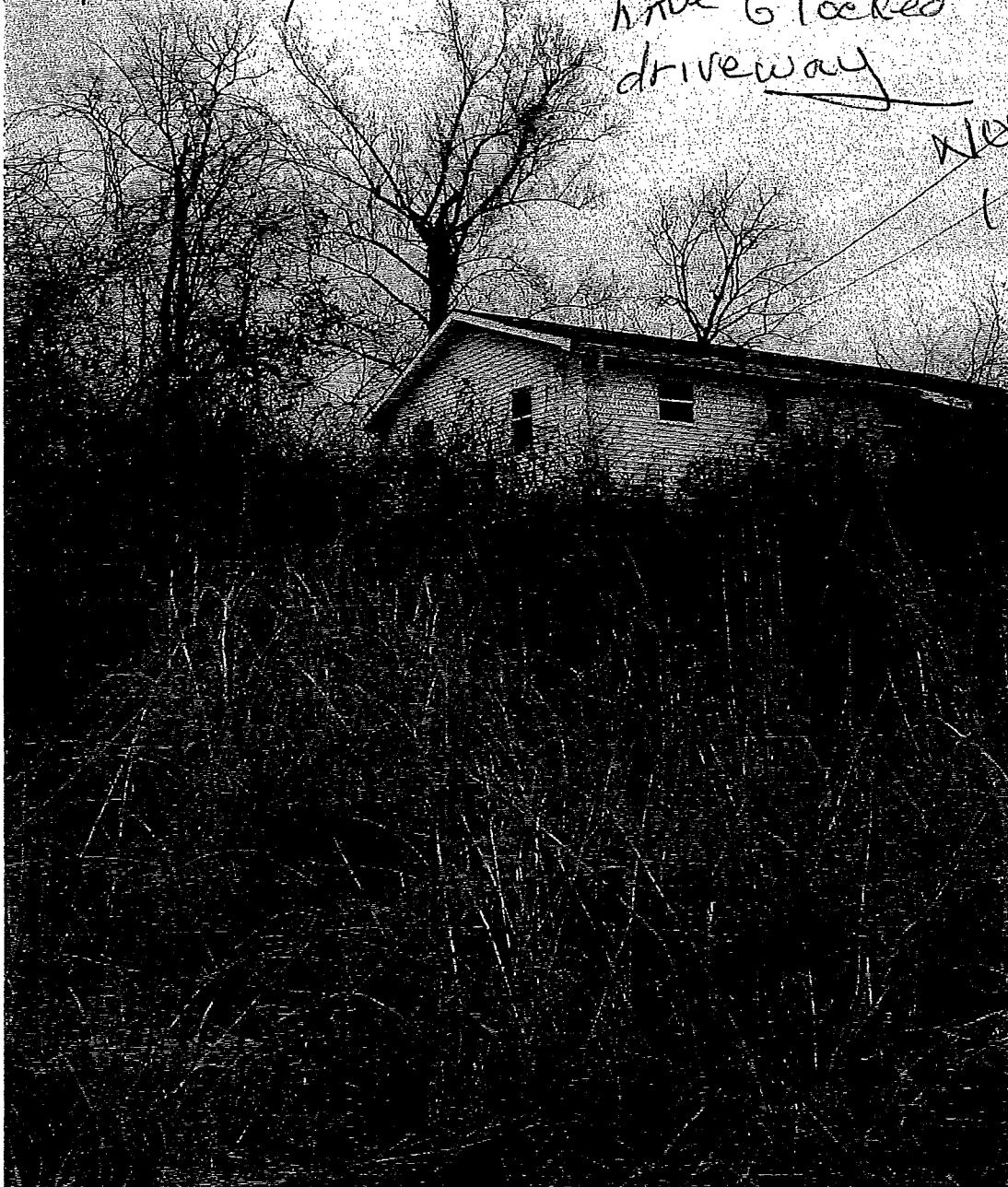


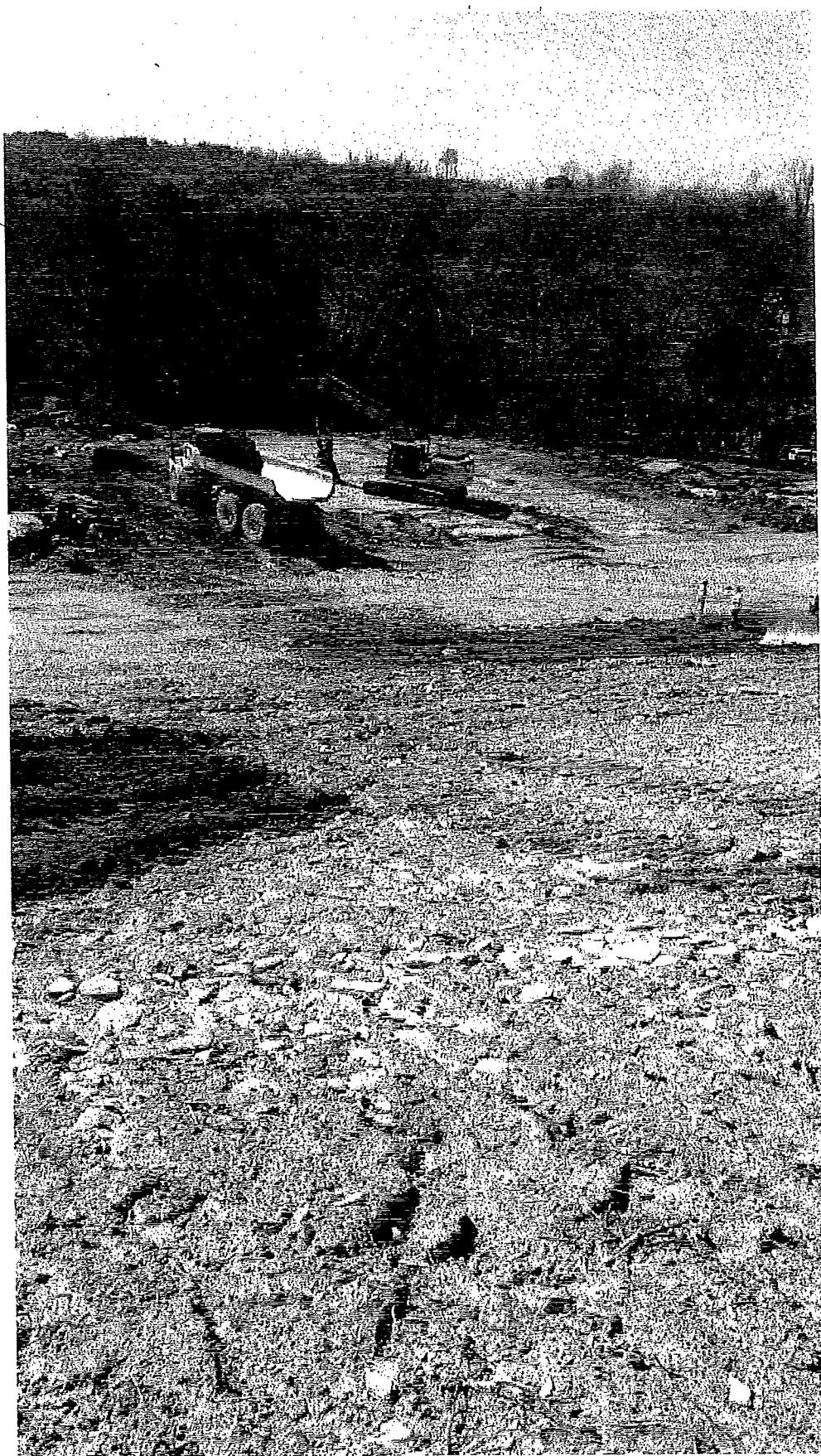






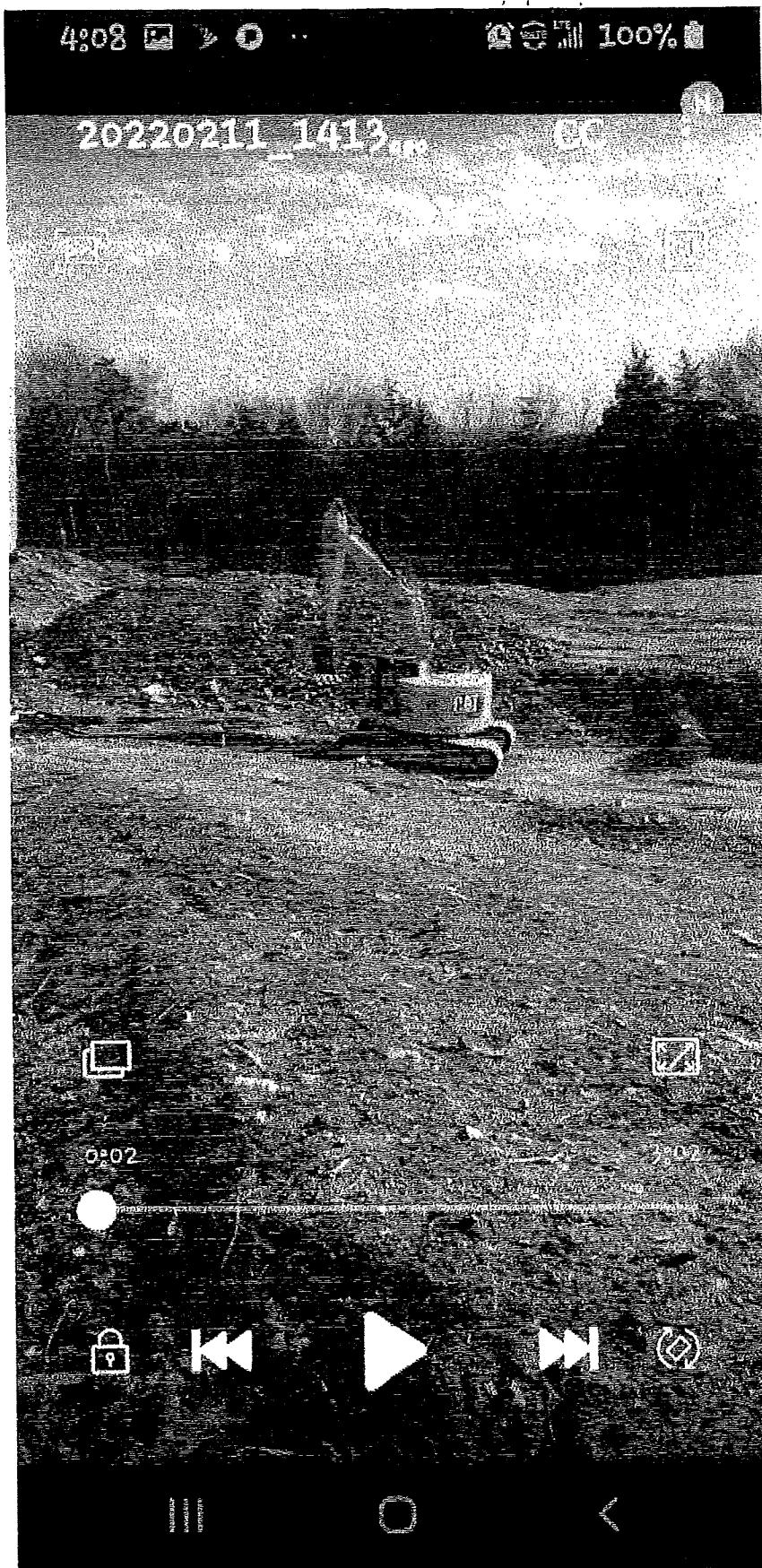
This is the house on the  
I have been blocked ~~After~~  
I had locked for the last  
two years. These people  
have blocked the  
driveway  
Now  
(001)





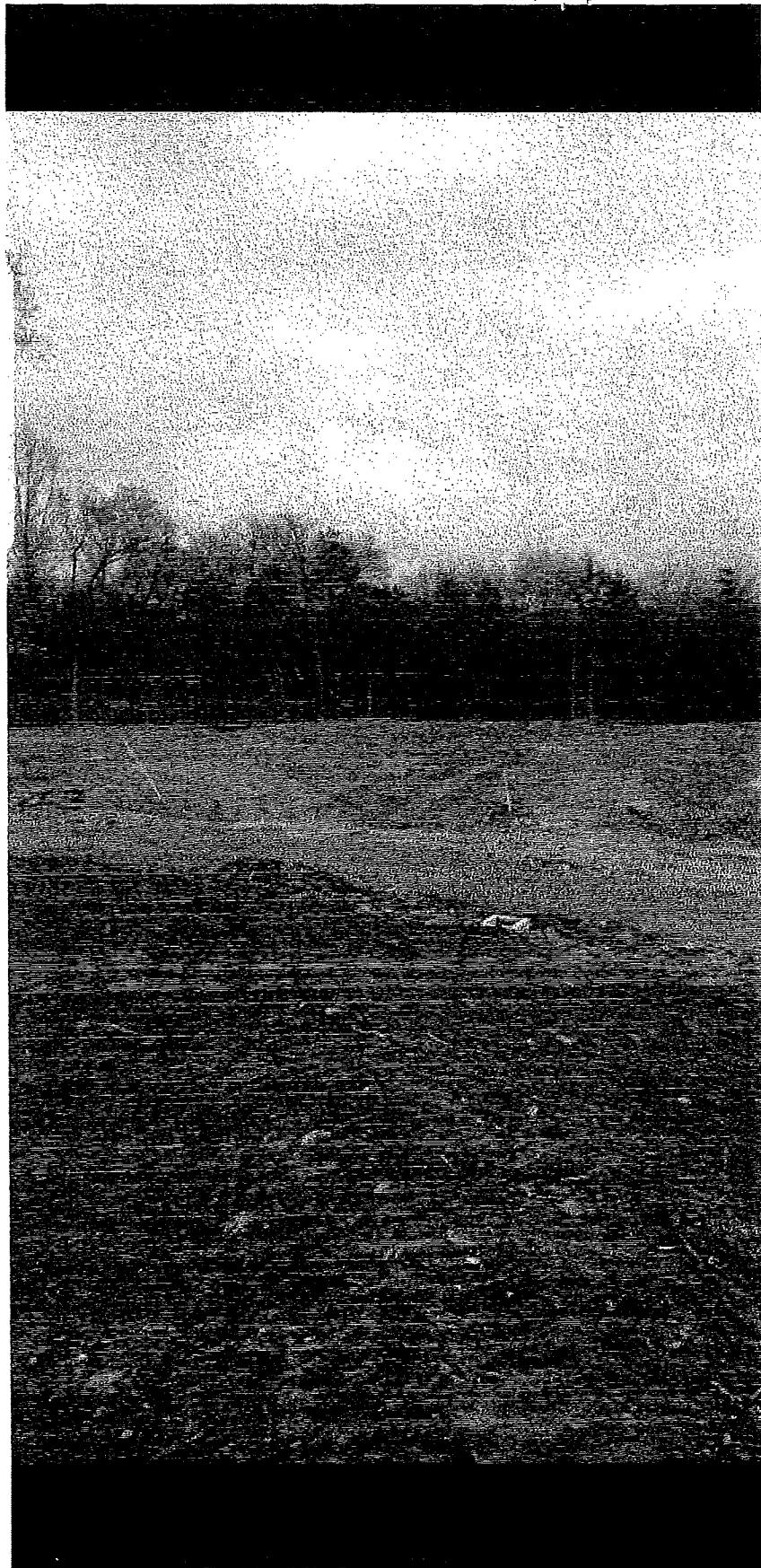
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1/1

"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights."

I, DEBORAH J FRIERSON the heir granddaughter of MEXIE HELEN WILSON EVANS FRIERSON. I am submitting this Survey for the purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN "37076"

This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN "37076", Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired FEDERAL GOVERNMENT Employee Retiree, I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT).

I've being land locked and blocked from to access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN "37076" The Road was built and cut out by grandfather "ROBERT C. FRIERSON", it's has been there for over 100+ years, the road was there before 1161 Tulip Grove Road and 1203 Tulip Grove the people whom is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory we shared the road which is stated above. Onnie Gregory has passed away, George Robertson the 3rd her brother is instigating and forcing the blockage, this happened after their mother passed.

The Survey shows all encroachments, George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd '100 + foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

This is the truth nothing but the truth under "God". The survey shows I have the right to use the road and access my 50ft frontage. I started a business registered in 2010, I have no way to access my home/ Business

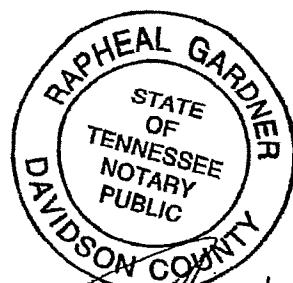
The 5.094 acres, home is considered historic property and landmark.

Deborah J. Frierson 5-30-2023

Deborah J. Frierson

Andrea Fries 5/30/23

Witness



My Commission Expires  
May 7, 2024

Kennedy & Brown, PLLC  
ATTORNEYS AT LAW

COPY

JOHN P. BROWN, III  
DAVID KENNEDY, JR.

3052 LEBANON ROAD  
NASHVILLE, TENNESSEE 37214  
[www.kennedyandbrown.com](http://www.kennedyandbrown.com)

TELEPHONE: (615) 883-4998  
FACSIMILE: (615) 883-4848

April 9, 2009

James Dwight Holland  
4307 Central Pike  
Hermitage, Tennessee 37076

2/2

RE: Purchase/Sale Agreement

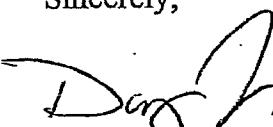
Dear Mr. Holland:

~~X~~ Based upon my conversations with Ms. Frierson and her son, any lots upon which you have offered to build Ms. Frierson a house are not in the location contemplated by the contract. Further, based upon their conversations with your son, it appears that it will be impossible to build her any home within the time frame set forth in the Contract.

~~We are hereby requesting that you deed the property back to Ms. Frierson at this time. If you do not deed the property back to Ms. Frierson or build her a house on her property in the location area which was discussed between you and Ms. Frierson and witnessed by the Realtors from Crye-Leike denoted in the margins of the Contract, Ms. Frierson will be forced to pursue all available legal remedies to rectify this situation.~~

I look forward to working with you; and, to these ends, I remain

Sincerely,

  
David Kennedy, Jr.

DKJr/lS

cc: Deborah Frierson

Copy  
16145

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH J. FRIERSON,  
Plaintiff,

vs.

JAMES DWIGHT HOLLAND, Individually )  
and d/b/a H GROUP, LLC., and )  
H GROUP, LLC. )  
Defendants.)

FILED  
OCT -7 PH 12:31  
RICHARD R. ROOKER, CLERK  
GRONANAS  
U.C.  
CASE NO. 09CZ505

COMPLAINT

Comes now the Plaintiff, DEBORAH J. FRIERSON, by and through counsel, and sues the Defendant, JAMES DWIGHT HOLLAND, Individually and d/b/a H GROUP, LLC and H GROUP, LLC. (hereinafter "H Group"), and for grounds, would show unto the Court as follows:

¶ 1. At all times material hereto, Plaintiff was and continues to be a resident of Davidson County, residing at 1209 Tulip Grove Road, Hermitage, Tennessee, 37076.

2. At all times material hereto, Defendant James Dwight Holland did and, to the best of Plaintiff knowledge, continues to operate a business known as H Group, located at 840 Old Lebanon Dirt Road, Nashville, Tennessee, 37214.

¶ 3. At all times material hereto, H Group was a limited liability company, licensed to do business within the State of Tennessee, with a principal place of business, located at 840 Old Lebanon Dirt Road, Nashville, Tennessee, 37214.

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4. All transactions associated with this case and cause of action occurred in Hermitage, Davidson County, Tennessee, which is the proper jurisdiction and venue for this matter.

¶ 5. Plaintiff would state and show unto the Court that on or about November 2, 2006; the parties entered into a Purchase and Sale Agreement, wherein Defendant Holland agreed to purchase unimproved real property known as 1209 Tulip Grove Road, Hermitage, Davidson County, Tennessee, 37076 (hereinafter referred to as "subject property"). A copy of the Agreement is attached hereto as Exhibit A..

¶ 6. Pursuant to paragraph number 10 of the Agreement, Defendant Holland was "to build Seller a Handicapped Acceptable (backing up to trees) @ approx. \$140 to \$145. M. within 2 ½ yrs or less time." Defendant H. Group is the construction company owned and operated by Defendant Holland which was to build the structure.

7. In the two and one-half years since the signing of the agreement, Defendant has failed and refused to fulfill this section of the Agreement,

¶ 8. Plaintiff avers that Defendant Holland has failed to comply with the terms of their Agreement and, despite Plaintiff's congenial attempts to communicate with the Defendant in an effort to resolve this situation; Defendants have failed to fulfill their obligations, despite the fact the sale was closed and the property deeded to Defendant Holland.

¶ 9. Defendant has breached his contractual agreement with the Plaintiff, as a result of which Plaintiff has suffered damage. Therefore, Plaintiff is entitled to a money judgment against Defendant Holland for all unpaid principal, taxes paid by Plaintiff, plus

Copy

pre-judgment interest and costs, such that Plaintiff is made whole for the Defendant's failure to pay.

10. Plaintiff has detrimentally relied upon the promises of Defendant Holland and Defendant Holland has been unjustly enriched as a result, thereby entitling Plaintiff to a money judgment against Defendant for money damages, plus pre-judgment interest and costs, such that Plaintiff is made whole for the Defendant's failure to pay.

\* 11. Plaintiff avers that Defendant's actions constitute a violation of the Tennessee Consumer Protection Act, entitling Plaintiff to treble damages and attorney's fees.

\* 12. Plaintiff is entitled to have the contract rescinded and the subject property returned to her.

13. Alternatively, Plaintiff is entitled to specific performance of the Agreement. Defendants should be required to build the structure in accordance with the Agreement.

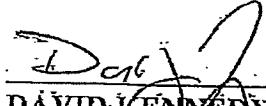
\* 14. Plaintiff is entitled to a judgment against Defendant Holland and Defendant H Group for monies lost by the Plaintiff, including but not limited to property taxes, in an amount as will be shown to the Court at the final hearing.

WHEREFORE, Plaintiff prays that the Court grant Plaintiff rescission of the Agreement and a return of title to the subject property, specific performance of the Agreement, a money judgment against Defendant in an amount equal to the damages shown to the Court at the hearing of this cause, plus pre-judgment interest, treble

COPY

damages, attorney's court costs, discretionary costs and/or for such further relief as may be deemed proper.

RESPECTFULLY SUBMITTED:

  
DAVID KENNEDY, JR (BPR # 18066)  
Attorney for Plaintiff  
3052 Lebanon Road  
Nashville, TN 37214  
PH: (615) 883-4998

COPY

James Dwight Holland  
3888 Hartsville Pike  
Lebanon, TN 37087

July 18, 2022

Deborah J. Frierson  
c/o Tamika Parker, Esq.  
214 Second Avenue North, Suite 204  
Nashville, TN 37201

Re: Deborah J. Frierson v. James Dwight Holland, et al.  
Davidson County Circuit Court, No. 09C-3505

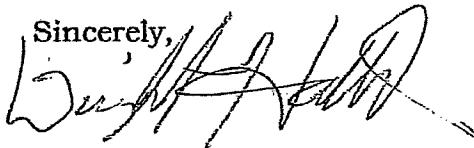
Dear Ms. Frierson:

I am glad that we have reached an agreement to settle the dispute between us over the contract to purchase your property on Tulip Grove Road.

As part of our settlement, you have asked and I have agreed to write you this personal letter and to state that I apologize for defaulting on contract and the promise to build an ADA handicapped accessible home, and that 115k was ENERST MONEY and A DEPOSIT for GOOD FAITH ON CONTRACT.

When we entered into the contract to buy your property located at 1209 Tulip Grove Road, Hermitage, TN 37076, the term of which was 11/6/06 through 11/6/09 [defaulted on contract within 2 ½ years of contract], I had every intention of building the house. I want you to know that I was not able to build the house on the property, because my business failed, and H Group lost the Tulip Grove Road property to Alan Wise in a foreclosure sale. I know that my inability to build the house for you on land that had been owned by your family was disappointing and caused you and your son hardship when Mr. Wise took over the property.

I am sorry things did not work out the way you and I both expected they would, and I am sorry I was unable to build a house for you on the Tulip Grove Road property.

Sincerely,  
  
Dwight Holland

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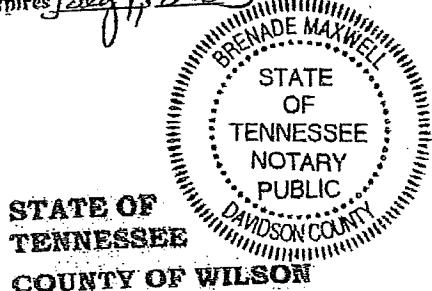
21. **Attorney Fees.** If any Party to this Agreement or any of the Holland Releasees retains the services of an attorney to enforce or defend the provisions of this Agreement against any other party bound by it, the prevailing party shall, in addition to all other remedies available at law or in equity, be entitled to recover his, her or its reasonable costs and expenses, including, without limitation, court costs, settlement costs and/or attorney's fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Subscribed and sworn to before me in my Presence, this 1 day of August  
\_\_\_\_\_, a Notary Public in and for the  
County of \_\_\_\_\_ State of \_\_\_\_\_  
Brenade Maxwell  
(Signature) Notary Public  
My commission expires July 7, 2025

Deborah J. Frierson  
Deborah J. Frierson

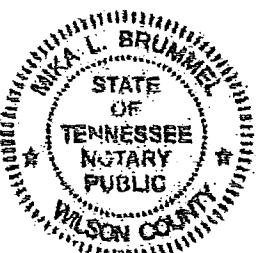
8-1-2025



James Dwight Holland  
James Dwight Holland

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared James Dwight Holland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal on this the 28 day of June,  
2022.



Mikal Brunnel  
NOTARY PUBLIC  
My commission expires: 5/31/26

Federal Courts

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

DEBORAH JEAN FRIERSON )

Plaintiff, )

v. )

JAMES DWIGHT HOLLAND,  
individually and d/b/a H GROUP and  
H GROUP, LLC, et al. )

Defendants. )

NO. 3:17-ev-00633  
JUDGE CRENSHAW

Federal  
Judge

MEMORANDUM AND ORDER

The Court has before it a *pro se* Complaint (Doc. No. 1) and an Application to proceed in forma pauperis (Doc. No. 2).

Plaintiff, Debroah Jean Frierson, is a resident of Hermitage, Tennessee. It appears from the Application that she lacks sufficient financial resources from which to pay the fee required to file the Complaint. Therefore, the Application is GRANTED. The Clerk will file the Complaint in forma pauperis. 28 U.S.C. § 1915(a). However, process shall NOT issue.

The Plaintiff inherited eleven acres of land from her grandmother. She acquired another eleven acres from a sibling. (Doc. No. 1 at 5). In November, 2006, the Plaintiff entered into a Purchase and Sale Agreement, whereby she transferred her ownership of the twenty two (22) total acres to the defendants, James Dwight Holland and his company H Group. (*Id.* at 6).

The Purchase and Sale Agreement included a provision that required the purchaser to build the Plaintiff a "handicapped acceptable" home within two and one half years. (*Id.* at 3). To Plaintiff's dismay, the home promised by the purchaser was never built. (*Id.*)

The Plaintiff then initiated an action in the Circuit Court of Davidson County, seeking redress for breach of contract and a violation of the Tennessee Consumer Protection Act. See Attachments to the Complaint. When the defendants in that action (Holland, individually and d/b/a H Group and H Group, LLC) failed to appear for trial, the court entered a default judgment against them. (Doc. No. 1 at 8-10). The Plaintiff was awarded actual and compensatory damages (\$277,258), attorney's fees (\$11,725) and prejudgment interest (\$33,350). (*Id.* at 8-9).

Apparently, the Plaintiff has not yet been able to collect the judgment. She brings this action against James Dwight Holland, individually and d/b/a H Group and H Group, LLC; Barbara Morris and Barbara Hustell, realtors in Hermitage who handled the sale of Plaintiff's property in 2006; and Allan Wise Inc. and Wise Coaches, LLC, the current owners of the property who have attempted to evict her for non-payment of rent. The Plaintiff claims coercion on the part of the realtors in the original sale, breach of contract and violations of due process by the defendants. She is asking the Court to award her the money damages set forth by the state court in its judgment and to order the return of the twenty two (22) acres to her. (*Id.* at 6).

Before a lawsuit can proceed, the Plaintiff must show that her claims fall within the scope of this Court's subject matter jurisdiction. Perkins, Inc. v. Werner and Pfleiderer Corp., 710 F.2d 1561, 1565 (D.C. Cir. 1983). This Court has jurisdiction to adjudicate claims involving a federal question, 28 U.S.C. § 1331, or claims involving parties with diversity of citizenship. 28 U.S.C. § 1332.

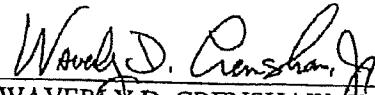
In this case, all parties reside in the State of Tennessee. As a consequence, there is no complete diversity of citizenship between the parties. Thus, Plaintiff's claims are only actionable in this Court if they involve a federal question.

The plaintiff alleges that she was coerced into signing the Purchase and Sale Agreement. (Doc. No. 1 at 6). She also asserts that James Dwight Holland and his companies breached the Purchase and Sale Agreement by failing to build her a home. (*Id.* at 3). These claims, which involve the legality of a real estate transaction, in no way give rise to a federal question that enables this Court the subject matter jurisdiction it needs to proceed.

The Plaintiff also contends that the defendants have infringed upon her right to due process. See Doc. No. 1 at 4 and 6. Like its counterpart in the Fifth Amendment, the Due Process Clause of the Fourteenth Amendment was intended to prevent government from abusing its power, or employing it as an instrument of oppression. DeShaney v. Winnebago Co. Dept. Of Social Services, 489 U.S. 189, 196 (1989). By its language then, the Fourteenth Amendment, which prohibits states from denying federal constitutional rights and which guarantees due process, applies to acts of the states, not to acts of private persons or entities. Rendell-Baker v. Kohn, 457 U.S. 830, 837 (1982). The defendants are private individuals and entities rather than states or persons acting under color of state law. Plaintiff's due process claims are not actionable. Therefore, the Complaint does not make factual allegations that invoke a federal question.

A district court is obliged to consider matters of jurisdiction, *sua sponte* if necessary. Hadley v. Werner, 753 F.2d 514, 516 (6<sup>th</sup> Cir.1985). Here, the Plaintiff has failed to show that her claims fall within the scope of this Court's jurisdiction. Accordingly, this action is hereby DISMISSED for lack of subject matter jurisdiction. Fed. R. Civ. P. 12(h)(3).

IT IS SO ORDERED.

  
WAVERLY D. CRENSHAW, JR.  
UNITED STATES DISTRICT JUDGE



Litton Loan Servicing®

4828 Loop Central Drive  
 Houston, Texas 77081-2226  
 Telephone 1-800-247-9727  
 Fax 713-960-9561  
[www.littonloan.com](http://www.littonloan.com)

## Payoff Statement

Send to: Deborah Frierson

Loan Number: 16308355

Borrower Name: Deborah Frierson

Property Address: 1209 Tulip Grove Rd  
Hermitage, TN 37076

Fax:(615)885-4292

PSV/INV/Pool/ 000/490/490001

Loan Type CONV

FHA/VA/PMI#

INTEREST PAID TO DATE:02/01/2007

INTEREST RATE: 0.0775

STATEMENT DATE: 4/2/2007

GOOD THROUGH DATE: 4/16/2007

\*\*This payoff quote is not valid if the good through date is in the past.\*\*

This statement reflects the amount needed to prepay this mortgage in full. Only cashiers checks or certified funds are acceptable for final payment. Monthly mortgage payments should continue to be made in the normal manner, as the fact that the loan is in the process of being paid in full does not affect the responsibility for making scheduled payments.

Interest is collected to the date of the receipt of the payoff funds. Please allow for mailing time. Any funds received in excess of the payoff amount will be refunded 30 days after the payoff date. Excess escrow funds are refunded 15 days after the payoff date.

Interest Due	\$2,635.40
Principal Balance	\$149,492.77
Total Late Charges	\$95.22
Corporate Advance	\$29.50
<b>Total Due</b>	<b>\$152,262.89</b>

If paid after 4/16/2007 please add if applicable

MONTHLY LATE CHARGE	\$48.27
PER DIEM INTEREST	\$31.74

GENERAL ACCOUNT INFORMATION

ESCROW BALANCE	\$137.96
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P&I	\$965.47
MONTHLY ESCROW DEPOSIT	\$108.84
TOTAL MORTGAGE PAYMENT	\$1,074.31

ESTIMATED ESCROW DISBURSEMENTS	DUE DATE	AMOUNT
County Tax	12/1/2007	\$740.32

Our payoff amount is subject to change in the event that any additional charges become due, which have not been included herein, or if any of the payoff figures provided herein have been inadvertently miscalculated or omitted.

1160201

This<sup>is</sup> the only copy, my original, copy

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
RECEIVED  
SHERIFF'S OFFICE  
KNOXVILLE, TN 37902

BOOK 11177 PAGE 838 Box 5-

**Deed of Trust**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) to us paid, the receipt of which is hereby acknowledged, and other considerations hereinabove mentioned, I, Deborah J. Frierson, a single person,

have this day bargained and sold, and do hereby transfer and convey to E. E. Johnson, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

"Maximum Principal Indebtedness For Tennessee Recording Tax Purposes is \$132,599.57."

Certain lots, tracts or parcels of land in Davidson County, State of Tennessee, described according to an unrecorded survey prepared by John D. McCorsick, Registered Land Surveyor, dated April 28, 1993, as follows, to wit:

Lot No. 1:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the S.W. Corner of the B.H. Robertson, et ux Property as of record in Deed Book 1452, Page 114, said point being approximately 677 feet North of the centerline of Rockwood Drive; thence No. 82 deg. 18' 58" East, a distance of 11.8 feet; thence No. 8 deg. 35' 35" East, a distance of 251.24 feet; thence No. 12 deg. 30' 05" East a distance of 132.01 feet; thence No. 74 deg. 47' 38" East a distance of 176.18 feet; thence No. 5 deg. 32' 31" East a distance of 175.00 feet; thence No. 84 deg. 27' 29" East a distance of 319.80 feet; thence No. 9 deg. 57' 01" West a distance of 457.14 feet; thence No. 82 deg. 18' 58" West a distance of 493.23 feet to a point in the easterly margin of Tulip Grove Road; thence along the easterly margin of Tulip Grove Road along a curve to the left with a radius of 579.93 feet, a distance of 58.08 feet to the point of beginning and containing 5.894 acres more or less.

BEING the same property conveyed to Deborah J. Frierson, a single person, by Quitclaim Deed from Kenneth P. Frierson and wife, Hui Cha Frierson; Roderick W. Frierson, a single person; Robert C. Frierson and wife, Andrea D. Frierson; and Gregory M. Frierson, a single person, dated May 15, 1993, recorded May 27, 1993, of record in Book 8952, page 35, Register's Office for Davidson County, Tennessee.

9865 10/30 0101 03CHECK 165.18

Including also stickers, water heater, and all heating, cooling, plumbing and lighting fixtures, door and window screens, storm windows or sashes, shades and all equipment and fixtures now or hereafter attached to or used in connection with the real estate herein described, together with rents, issues and profits.

Unless prohibited under state law, as additional security, we hereby give in and confer upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto ourselves the right, prior to any default by us in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary, upon giving written notification to us or our successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To have and to hold said property to the above named trustee, and his successors in trust, forever. We covenant that we are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property, to the above named trustee and his successors in trust, and his assigns, forever, against the lawful claims of all persons whomsoever.

ORIGINAL ( )
BORROWER COPY ( )
RETENTION COPY ( )

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING IN THIS DOCUMENT  
UNSATISFACTORY WHEN RECEIVED

REC'D 10/30/98

But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure and make certain the payment of an indebtedness evidenced by a certain loan agreement of even date herewith in the amount of One Hundred Thirty Two Thousand Five Hundred Ninety Nine and 57/100 Dollars, (\$132,599.57), together with interest thereon executed by the undersigned and payable to the order of Associates Financial Services of America, Inc., hereinafter referred to as "Corporation", on or before 11/05/2028.

Said loan agreement further provides that should default be made in the payment of any installment when due, at the option of the holder, such default shall render the entire loan agreement due and payable, whether due according to its face or not. Said loan agreement contains other provisions and agreements, all of which are made a part of this instrument and reference is here made to said loan agreement for its full contents, provisions and agreements. Said loan agreement provides that if resort to law is had to enforce payment or protect the security herein conveyed, the maker or makers thereof will pay all the costs of necessary litigation, together with a reasonable attorney's fees.

The loan agreement also secures any other indebtedness of whatever kind or character that may now or at anytime hereafter be owing by any one or all of the undersigned to the Corporation.

If the above described indebtedness, or any other indebtedness secured hereunder, is further secured by a lien or other property, real, personal or mixed, the holder hereof shall not be compelled to exhaust such other security before requesting that the trustee proceed hereunder. If the property described above is described in separate tracts or parcels, the trustee may sell each tract or parcel separately or in groups of tracts or parcels, at successive sales, or sell said property altogether.

Now if the Grantor shall pay the sums aforesaid when due, according to the terms of said loan agreement, and otherwise performs all other provisions of this instrument promptly when due, then this instrument is to be of no further force or effect. But if the Grantor fails or defaults in the payment of any installment under the said loan agreement, or in the performance of any other covenant or provision of this instrument or any other instruments securing the debt or any part thereof, when the same is payable or the time of performance has arrived, as herein provided, or in the performance of any covenant or provision of any prior lien or the payment of any sum required thereunder, or if all or part of the said property is sold or transferred by the Grantor without the said Corporation's prior written consent, then the entire unpaid balance due together with interest and secured hereunder, shall, without notice, at the option of the said Corporation, its successors and assigns, become immediately due and payable, whether due according to its face or not, and this conveyance shall remain in full force and effect and the said trustee or his successors in trust are hereby authorized and empowered, after first advertising for 21 days by three weekly notices, giving the time, place and terms of sale, in some newspaper published in the county wherein the property is located, to sell said property at public outcry to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, all of which are hereby expressly waived, and the said trustee and his successors in trust are authorized to make a deed to the purchaser. Grantor expressly waives the statutory right of redemption under T.C.A. Sec. 68-8-101 in connection with any such sale. The Corporation or the lawful owner and holder of said indebtedness may bid at any sale under this conveyance. Any failure of Corporation, its successors or assigns, to exercise the foregoing option at any time shall not constitute a waiver of such right to later exercise such option, same being a continuing one. It is agreed that said trustee, or his successor, may at any time after any default hereunder, enter and take possession of said property and shall only account for net rents received by him.

Grantor warrants and covenants that all payments, conditions and provisions made and provided for in any other lien, if any, which is superior, or prior to the one created herein, shall be performed promptly when due; and if Grantor suffers or permits default in any other such lien, then the holder of the indebtedness secured hereunder may, at its option, immediately declare the indebtedness secured hereunder, due and payable, whether due according to its face or not, and commence foreclosure proceedings. If default be made under any prior lien, the holder hereof may purchase or pay in full said prior lien or may, as respects said prior lien, cure, in any manner permitted by the prior holder, said default, and all sums so expended by the holder hereof shall be secured hereunder or under said prior lien; provided, however, such action by the holder hereof shall not be construed, for the purpose of this instrument, as satisfying the default of the Grantor hereunder or thereunder.

The said Grantor agrees to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by such taxing official to whom any said taxes or assessments shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

Grantor will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. All insurance policies and renewals shall designate Beneficiary as loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby conveys full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Beneficiary's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note.

If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may, at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

Said grantor further agrees to pay on demand to the Corporation or the Corporation may, at its option, add to the balance then due any sums advanced or paid by the Corporation for reasonable attorney's fees, including any court cost incurred in prosecuting, defending, or intervening in any legal or equitable proceedings wherein any of the rights created by this Deed of Trust are, in the sole judgment of the Corporation, jeopardized or in issue.

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In case of sale under this Deed of Trust, the proceeds will be applied by the trustee:

- (1) To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.
- (2) To all indebtednesses remaining unpaid and secured hereunder.

Notary Public: \_\_\_\_\_  
Date: \_\_\_\_\_

BOOK 11177 PAGE 840

11. If the ownership, benefits, or any part thereof, becomes vested in a person other than the

In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Grantor, the Corporation, its successors and assigns, may, without notice to the Grantor, deal with such successor or successors in accordance with reference to this instrument and the debt hereby secured. In the same manner as with the Grantor without in any way

(2) To all indebtednesses remaining unpaid and secured hereunder.  
(3) The residue to be paid to the Grantor or Grantors or his or their assigns or order.

(3) The residue to be paid to the Grantor or Grantors or his or their assigns or order.

(3) The relevant expenses of the Plaintiff in respect of the services rendered by the Plaintiff to the Plaintiff's clients.

In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Grantor, the Corporation, its successors and assigns, may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Grantor without in any way vitiating or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change, or affect the original liability of the Grantor herein either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and applied upon the debt, and the Corporation is hereby empowered in the name of the Grantor or the Grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

Should the trustee herein named be unable to execute the foregoing trust because of death, disability, or resignation, or any other cause, the Corporation is hereby authorized at its option to appoint in writing, a substitute trustee to act instead of the trustee named herein, and to appoint other substitute trustees successively, during the life of this loan, and such trustee shall each and all succeed to all the rights and powers of the first trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said Grantee or Grantees and all persons holding under him or them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed in such manner, and in such form, as will be required by the title company or title agent, and in such manner as will be acceptable to the purchaser, and in such time as will be acceptable to the title company or title agent.

It is further agreed by said Grantor or Grantors that said trustee, or his successors, may execute the power of sale herein and otherwise as provided.

If more than one joins in the execution hereof as Grantor, or may be of the feminine sex, the pronouns and relative words herein

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns used shall be read as if written in plural or feminine, respectively.

the parties hereto,  
I, John Doe, do hereby sign my name this 27th day of October, 1998.

<i>Deborah J. Frierson</i>		IDENTIF. & REFERENCE
Deborah J.	Frierson	0505836
98	OCT 30	NH 9: L
BILL (WAKET) REGIS.		
DANVISON COUNTY,		

— 1 —

COUNTY

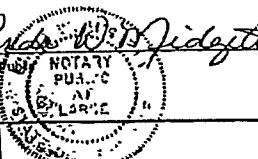
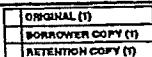
Personally appeared before me, the undersigned, a Notary Public, in and within County and State, the within named Deborah J. Frierson, a single person.

the bargainer \_\_\_\_\_, with whom I am personally acquainted, and who acknowledges that \_\_\_\_\_ he  
will not violate the instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this 27th day of October, 1998.

Engineering Fundamentals

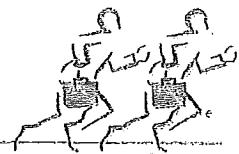
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**Waddey & Patterson PC**

Intellectual Property Law • Litigation • Trademarks • Entertainment

Attorneys at Law

Mary J. Patterson

Jac Waddey, Jr.

John DeLamont, Jr.

Deborah Wayne Beavers

James G. Gagliano

John Duggs

John W. Shaffer

Julia L. Walker

Deborah Frierson, Jr.

Ryan Dilaw

Christopher M. Monile

Richard M. Barnett

Matthew C. Cox

John C. Hay Jr.

John A. Rappaport

August 27, 2010

**VIA EMAIL:** deborahfrierson@hotmail.com

Ms. Deborah Frierson  
1209 Tulip Grove Road  
Hermitage, TN 37076

**RE: ENGAGEMENT OF WADDEY & PATTERSON FOR LEGAL SERVICES**

**OUR DOCKET NO.: 004395**

Dear Ms. Frierson:

This will confirm and thank you for your decision to retain Waddey & Patterson to perform legal services for you. Specifically, you have asked us to prepare a patent application on your invention, preliminarily entitled Foot Support for Spinal Injury Patients.

In order to receive a patent under U.S. law, an invention must be useful, novel, and not obvious. In our opinion, your invention is useful. While your invention is likely to be considered to be novel, the issue of obviousness is more difficult to address because it requires, in essence, the application of hindsight to the inventive process. In determining whether the invention is obvious under the law, the prior art must be identified and the differences between the invention and the prior art determined. Then these differences must be considered to determine whether they would have been obvious to someone skilled in the field. Because we have not done a patentability search on your invention, we have no way of knowing if there is any prior art that might be pertinent to the issues of novelty and obviousness.

Registered Patent Attorneys

Mark J. Patterson

J.C. Waddey, Jr.

Edward D. Lanquist, Jr.

Lucian Wayne Beavers

James R. Cartiglio

John F. Triggs

Emily A. Shouse

Phillip E. Walker

R. Parrish Freeman, Jr.

Ryan D. Levy

Gary L. Montle

Rebecca M. Barnett

Matthew C. Cox

Paul C. Ney, Jr.\*

\*Not A Registered Patent Attorney



November 3, 2010

**CONFIDENTIAL**

**VIA MAIL**

Ms. Deborah Frierson  
1209 Tulip Grove Road  
Hermitage, TN 37076

**RE: TRANSMITTAL OF DRAFT PATENT APPLICATION FOR  
"TOE-CURL PREVENTION DEVICE AND METHODS"**

**OUR DOCKET NO.: 004395**

Dear Ms. Frierson:

Please find enclosed a draft patent application for your invention of a "TOE-CURL PREVENTION DEVICE AND METHODS." Please review the draft patent application carefully, paying particular attention to the Claims. If you feel that anything should be added to the application, or if you feel any information in the draft application should be removed or amended, please bring that to our attention as soon as possible.

Also enclosed is a draft of the informal figures for the patent application. As we discussed, our draftsman will prepare the formal patent drawings based on these informal figures once you have approved the application. The draftsman usually takes 2-3 weeks to finish the formal drawings. After we have received the formal drawings, I will file your patent application electronically with the USPTO.

Also, please continue to avoid any public use, public sale or public offers for sale of this invention until the filing date of this application. If you have engaged in any of these activities, please provide us with this information in writing as soon as possible.

Finally, please note that this patent application has not been filed at this time, and you should not mark your product "patent pending" or "patent applied for" until after the filing date. I will advise you when it is safe to mark your product as patent pending after the application has been filed.

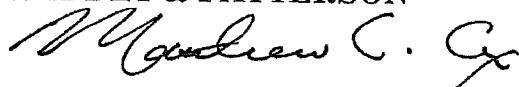
I am also sending a copy of this patent application to your email address at "deborahfrierson@hotmail.com".

Please do not hesitate to contact me if you have any questions or concerns.

Thank you again for this opportunity to be of service.

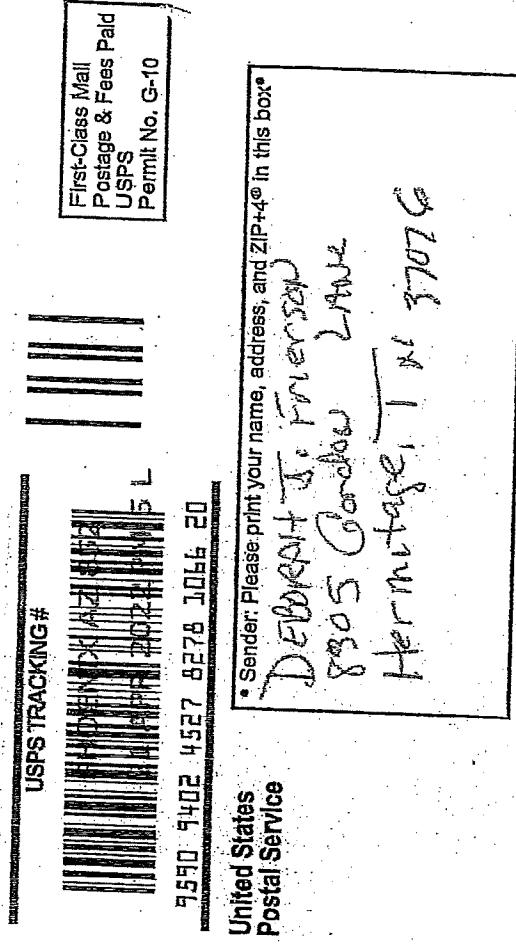
Best regards,

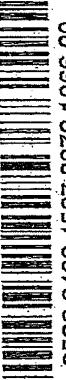
WADDEY & PATTERSON

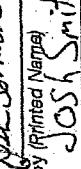


Matthew Cox  
Waddey & Patterson, P.C.  
Roundabout Plaza  
1600 Division Street  
Suite 500  
Ph. 615.242.2400  
Fax 615.242.2221  
mcc@iplawgroup.com

mcc/enclosure



<b>SENDER: COMPLETE THIS SECTION</b>	
COMPLETE THIS SECTION ON DELIVERY	
<p><input type="checkbox"/> Complete items 1, 2, and 3.</p> <p><input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
<p>1. Article Addressed to: <b>CEO Phil Pipe</b>  <i>Laredo</i>  <b>Executive Vice President</b>  <b>Meritage Home Corporation</b>  <b>800 E. Penn Tree Dr., Ste. 200</b>  <b>Scottsdale, AZ 85260</b></p>	
 <p>9590 9402 4527 8278 1066 20</p>	
<p>2. Article Number (Transfer from service label)</p> <p><b>7021 1970 0001 9336 5831</b></p>	
<p>PS Form 3881, July 2016 PSN 7530-02-000-9053</p>	

A. Signature 	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received By Printed Name <b>Josh Smith</b>	C. Date of Delivery <b>4/14/22</b>
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	

<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery</p>	
<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Restricted Delivery</p>	

Domestic Return Receipt

<p><b>U.S. Postal Service CERTIFIED MAIL RECEIPT Domestic Mail Only</b></p>	
<p>For Delivery Information Visit <a href="http://www.usps.com">www.usps.com</a></p>	
<p><b>CELESTE J. CALDARA</b></p>	
<p>Postage <b>\$0.75</b></p>	
<p>Certified Mail Fee <b>\$3.75</b></p>	
<p>Extra Services &amp; Fees (check box and describe appropriate) <b>16.20</b></p>	
<p><input type="checkbox"/> Return Receipt (Facsimile)  <input type="checkbox"/> Return Receipt (Electronic)  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Adult Signature Required  <input type="checkbox"/> Adult Signature Restricted Delivery</p>	
<p>Postmark <b>16.20</b></p>	
<p>Postage <b>\$0.75</b></p>	
<p>Total Postage and Fees <b>\$4.50</b></p>	
<p>Sum to Payable to <b>Phil Pipe</b> <b>16.20</b></p>	
<p>Street and Apartment Number <b>Box 600</b>  <b>1611 N. LBJ Freeway</b>  <b>Ste. 1000</b>  <b>City State Zip <b>Dallas, TX 75201</b></b></p>	
<p>Telephone Number <b>(214) 721-1212</b></p>	

h285 9EEB T000 026T T202

<p><b>U.S. Postal Service CERTIFIED MAIL RECEIPT Domestic Mail Only</b></p>	
<p>For Delivery Information Visit <a href="http://www.usps.com">www.usps.com</a></p>	
<p><b>CELESTE J. CALDARA</b></p>	
<p>Postage <b>\$0.75</b></p>	
<p>Certified Mail Fee <b>\$3.75</b></p>	
<p>Extra Services &amp; Fees (check box and describe appropriate) <b>16.20</b></p>	
<p><input type="checkbox"/> Return Receipt (Facsimile)  <input type="checkbox"/> Return Receipt (Electronic)  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Adult Signature Required  <input type="checkbox"/> Adult Signature Restricted Delivery</p>	
<p>Postmark <b>16.20</b></p>	
<p>Postage <b>\$0.75</b></p>	
<p>Total Postage and Fees <b>\$4.50</b></p>	
<p>Sum to Payable to <b>Phil Pipe</b> <b>16.20</b></p>	
<p>Street and Apartment Number <b>Box 600</b>  <b>1611 N. LBJ Freeway</b>  <b>Ste. 1000</b>  <b>City State Zip <b>Dallas, TX 75201</b></b></p>	
<p>Telephone Number <b>(214) 721-1212</b></p>	

TER5 9EEB T000 026T T202

STATE OF TENNESSEE  
TENNESSEE RECORDING AUTHORITY

This man has made  
\$M + of my life  
Estate, I lost it  
due to this Fraud  
and illegal activity

THIS INSTRUMENT PREPARED BY:

Rochelle, McCulloch & Aulds, P.L.L.C.  
109 North Castle Heights Avenue  
Lebanon, TN 37087  
11-0092  
#4000449689

Space for Recorder's stamp

BILL GARRETT, Davidson County  
Trans: T20110011114 DOTASSN  
Recvd: 02/23/11 13:23 1 pgs  
Fees: 12.00 Taxes: 0.00  
20110223-0014002

ASSIGNMENT

For value received, the undersigned, WILSON BANK & TRUST, a corporation organized and existing under the laws of the State of Tennessee, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND DELIVER unto ALAN R. WISE, his heirs and assigns, that certain Deed of Trust executed by H. GROUP, LLC, a Tennessee limited liability company, to Randall Clemons, Trustee, in the original principal sum of \$709,200.00 dated April 4, 2007, and recorded in Instrument No. 20070411-0043081, in the Register's Office for DAVIDSON County, Tennessee, said Register's Office, together with the debt thereby secured and the note therein described and all interest of the undersigned in and to the land and property conveyed by said deed of trust.

TO HAVE AND TO HOLD unto the said ALAN R. WISE, his heirs and assigns forever.

THIS ASSIGNMENT IS MADE WITHOUT RE COURSE.

IN WITNESS WHEREOF, the said WILSON BANK & TRUST has caused this instrument to be executed in its name by its duly authorized officer, this the 15 day of February, 2011.

WILSON BANK & TRUST

BY: Gary Whitaker

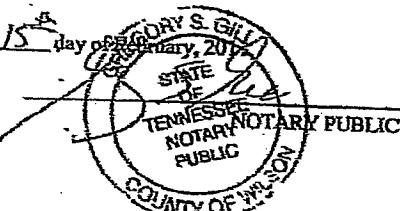
GARY WHITAKER  
Executive Vice-President

STATE OF TENNESSEE  
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is Executive Vice-President of WILSON BANK & TRUST, the within-named bargainer, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the corporation by signing its name as such authorized officer.

WITNESS my hand and official seal at office, this 15 day of February, 2011.

My commission expires: 10/14/11



ALL  
The  
Property  
area

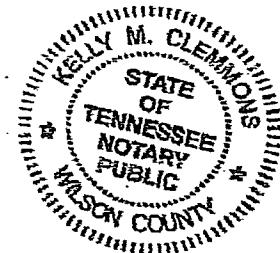
Bo

STATE OF TENNESSEE  
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be the Executive Vice-President of Wilson Bank & Trust, the within named bargainer, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the corporation by signing his name as such authorized officer.

WITNESS my hand and official seal at office, this the 16<sup>th</sup> day of November, 2010.

Kelly M. Clemmons  
Notary Public  
My Commission Expires: 04/02/11



MAXIMUM PRINCIPAL AND  
TENNESSEE RECORDING TAX

THIS INSTRUMENT PREPARED BY:  
Rochelle, McCallie & Auld, PLLC.  
109 North Castle Heights Avenue  
Lebanon, TN 37087  
11-0092  
#10172780

Space for Recorder's stamp

BILL GRIFFETT, Davidson County
Trans. 120110011114.DOTSSN
Rec'd. 02/23/11 13:23 1 Pgs
Fees: \$2.00 Taxes: \$0.00
20110223-0014904

ASSIGNMENT

For value received, the undersigned, WILSON BANK & TRUST, a corporation organized and existing under the laws of the State of Tennessee, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND DELIVER unto ALAN R. WISE, his heirs and assigns, that certain Deed of Trust executed by H. GROUP, LLC, a Tennessee limited liability company, to Randall Clemens, Trustee, in the original principal sum of \$400,000.00 dated August 3, 2007, and recorded in Instrument No. 20070807-00093794, in the Register's Office for DAVIDSON County, Tennessee, said Register's Office, together with the debt thereby secured and the note therein described and all interest of the undersigned in and to the land and property conveyed by said deed of trust.

TO HAVE AND TO HOLD unto the said ALAN R. WISE, his heirs and assigns forever.

THIS ASSIGNMENT IS MADE WITHOUT RECOURE.

IN WITNESS WHEREOF, the said WILSON BANK & TRUST has caused this instrument to be executed in its name by its duly authorized officer, this the 15 day of February, 2011.

WILSON BANK & TRUST

BY: GARY WHITAKER

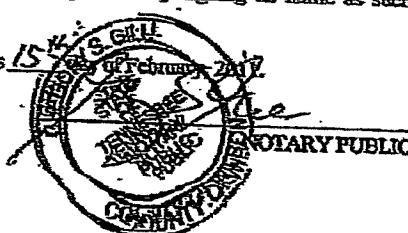
GARY WHITAKER  
Executive Vice President

STATE OF TENNESSEE  
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is Executive Vice-President of WILSON BANK & TRUST, the within-named bargainer, and as such authorized officer, being given the authority to do so, executed the within instrument on behalf of the corporation by signing its name as such authorized officer.

WITNESS my hand and official seal at office, this 15 day of February, 2011.

My commission expires 10/14/11



I overlooked  
document, not  
realizing  
Allan R. Wise

was conveyed  
the property by  
Dwight Holland  
8-3-2007

That was  
about 6 mos  
after my son's  
accident, that  
was the plan  
along, to scam

I feel like  
I am in a  
Madoff scam  
scam with a lot  
of paper trail  
I hate  
everything  
from 11-2-2006

Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Units	4. <input type="checkbox"/> VA
5. <input type="checkbox"/> Conv. Ins.	6. File Number 11-0092		7. Loan Number 40000489478 & 10233119
8. Mortgage Insurance Case Number			
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
<b>D. Name and Address of Borrower</b> ALAN R. WISE 321 BOURNEMOUTH LANE HERMITAGE, TN 37076		<b>E. Name and Address of Seller</b> WILSON BANK & TRUST 623 WEST MAIN STREET LEBANON, TN 37087	
		<b>F. Name and Address of Lender</b> WILSON BANK & TRUST 623 WEST MAIN STREET LEBANON, TN 37087	
<b>G. Property Location</b> <i>Deed 2/15/2011 - 2/15/2011</i>		<b>H. Settlement Agent</b> Rochelle, McCulloch & Auld, PLLC ph: (615) 444-1433	
<b>I. Settlement Date</b> <i>2/15/11</i>		<b>J. COMMERCIAL LOAN TO PURCHASE 6 PROMISSORY NOTES (H GROUP/HERMITAGE DEVELOPERS) COLLATERAL ASSGNMT</b>	
<b>K. SUMMARY OF BORROWER'S TRANSACTION:</b>		<b>L. SUMMARY OF SELLER'S TRANSACTION:</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price 3,135,000.00		401. Contract sales price 3,135,00	
102. Personal property <del>to</del>		402. Personal property <del>to</del>	
103. Settlement charges to borrower (line 1400) 3,628.13		403. <del>to</del>	
104. <del>to</del>		404. <del>to</del>	
105. <del>to</del>		405. <del>to</del>	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes <del>to</del>		406. City/town taxes <del>to</del>	
107. County taxes <del>to</del>		407. County taxes <del>to</del>	
108. Assessments <del>to</del>		408. Assessments <del>to</del>	
109. <del>to</del>		409. <del>to</del>	
110. <del>to</del>		410. <del>to</del>	
111. <del>to</del>		411. <del>to</del>	
112. <del>to</del>		412. <del>to</del>	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b> 3,138,628.13		<b>420. GROSS AMOUNT DUE TO SELLER</b> 3,135,00	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT TO SELLER</b>	
201. Deposit or earnest money 247,000.00		501. Excess Deposit (see instructions) <del>to</del>	
202. Principal amount of new loan(s) 1,900,000.00		502. Settlement charges to seller (line 1400) <del>to</del>	
203. Existing loan(s) taken subject to <del>to</del>		503. Existing loans taken subject to <del>to</del>	
204. <del>to</del>		504. Payoff of first mortgage loan <del>to</del>	
205. 2ND LOAN #10233119 WILSON BANK & TRUST		505. Payoff of second mortgage loan <del>to</del>	
206. <del>to</del>		506. <del>to</del>	
207. PROCEEDS FROM LOAN #40000489461 <del>to</del>		507. <del>to</del>	
208. <del>to</del>		508. <del>to</del>	
209. <del>to</del>		509. <del>to</del>	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes <del>to</del>		510. City/town taxes <del>to</del>	
211. County taxes <del>to</del>		511. County taxes <del>to</del>	
212. Assessments <del>to</del>		512. Assessments <del>to</del>	
213. <del>to</del>		513. <del>to</del>	
214. <del>to</del>		514. <del>to</del>	
215. <del>to</del>		515. <del>to</del>	

## HUD 1 SETTLEMENT STATEMENT ADDENDUM

I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

*Alan R. Wise*  
ALAN R. WISE

Borrower

WILSON BANK & TRUST

*Gary Whitaker*  
GARY WHITAKER, Exec. Vice-President

Seller

Seller

Seller

Seller

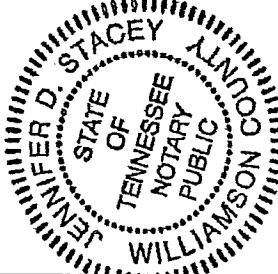
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and correct account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Rochelle, McCulloch & Aulds, P.L.L.C.

*R. Shroo*  
CLOSING AGENT

DATE:

February 15th, 2011

<b>WARRANTY DEED</b>	STATE OF TENNESSEE COUNTY OF <u>Davidson</u>	
		THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$4,982,785.00.
 <p><u>Jennifer D. Stacey</u> Affiant</p> <p><u>Jennifer D. Stacey</u> Notary Public</p> <p>MY COMMISSION EXPIRES: <u>10/31/21</u></p>		
<p>Subscribed and sworn to before me, this the <u>29th day of December, 2020, 5th day of January, 2021.</u></p> <p>Karen Johnson    Davidson County Batch# 547850    DEEDWARR 01/05/2021 09:46:20 AM    5 pgs Fees: \$28.00 Taxes: \$18,436.30</p> <p><b>20210106-0002300</b></p>		
<p>THIS INSTRUMENT WAS PREPARED BY Southland Law Group, PLLC 7101 Executive Center Dr., Suite 151 Brentwood, TN 37027</p>		
ADDRESS NEW OWNER AS FOLLOWS:  Meritage Homes of Tennessee, Inc. 5217 Maryland Way #222 Brentwood, Tennessee 37027	SEND TAX BILLS TO:  New Owner	MAP-PARCEL NO.(S)  Map 86, Parcel 327.00; Map 86, Parcel 113.00; Map 86, Parcel 348.00; Map 87, Parcel 195.00; Map 87, Parcel 25.00

For and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00), cash in hand, paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, The Lux Development Group, LLC, a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto Meritage Homes of Tennessee, Inc., an Arizona corporation, hereinafter called Grantee, its successors and assigns, that certain tract or parcel of land in Davidson County, TENNESSEE, described as follows, to-wit:

Parcel No. 087-00-0-195.00:

A tract of land, being the Northeasterly part of the Kenneth Frierson, et al Property recorded in Deed Book 9511, Page 178, Situated in the 12th Councilmanic District of Davidson County, Tennessee and described according to an unrecorded Survey by John D. McCormick RLS#674 dated December 31, 2001:

BEGINNING at a fence corner post, said point being in the Easterly Property line of Harold Ewin recorded in Deed Book 5311, Page 98, RODCT and being the Southwest corner of Farmingham Wood Subdivision and being the Northwest corner of the Property herein described, thence along the Southerly boundary of Farmingham Wood Subdivision S 86° 43' 58"E, a distance of 779.83 feet to a new iron rod, thence along the Westerly margin of Now Hope Estate S 5° 17'54" W., a distance of 614.50 feet to a new iron rod, thence N. 86° 42'35" W., a distance of 770.00 feet to a new iron rod at a metal fence post, thence N. 2°

46'55" E., a distance of 372.01 feet to a point in the center line of Dry Fork Creek; thence N. 6° 51' 49" E., a distance of 242.28 feet to a point of beginning and containing 11.00 acres more or less.

AND

Parcel No. 087-00-0-025.00:

Property located in the 12th Councilmanic District of Davidson County, Tennessee and being more particularly described according to a boundary survey prepared by Wamble and Associates, PLLC dated January 08, 2007 as follows:

Beginning at an iron rod (new) on the Southern margin of Forest Ridge Drive (50 feet right-of-way)- said iron rod (new) located South 83 degrees 14 minutes 02 seconds East, 118.77 feet from the Southwest corner of Lot 215, as shown on the final Plat of revised Section 10 Valley Grove, as of record in Plat Book 6200, Page 26, Register's Office of Davidson County, Tennessee Thence, following said Southern margin of Forest Ridge Drive South 59 degrees 11 minutes 43 seconds East, 132.21 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 183, of said revised Section 10 Valley Grove and the Northeast corner of the property herein described; Thence, leaving said Southern margin of Forest Ridge Drive and following the Western boundary of said Lot 183 of revised Section 10, Valley Grove South 30 degrees 48 minutes 17 seconds West, 25.00 feet to an iron rod (new); Thence, along a curve to the right having a radius of 356.07 feet a central angle of 17 degrees 13 minutes 10 seconds, an arc length of 107.01 feet, a chord bearing and distance of South 39 degrees 24 minutes 44 seconds West, 106.61 feet and a tangent of 53.91 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 183 of revised Section 10, Valley Grove; Thence, leaving said Western boundary of Lot 183 of revised Section 10, Valley Grove and following the Southern boundary of said Lot 183 of revised Section 10, Valley Grove South 41 degrees 58 minutes 40 seconds East, 93.08 feet to an iron rod (new) on the Western boundary of Lot 180, as shown on Section 8 Valley Grove, as of record in Plat Book 5200, Page 606, Register's Office of Davidson County, Tennessee, said iron rod (new) being the Southeast corner of said Lot 183 of revised Section 10, Valley Grove; Thence, leaving said Southern boundary of Lot 183 of revised Section 10, Valley Grove and following said Western boundary of Section 8, Valley Grove South 37 degrees 44 minutes 11 seconds West, 49.30 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 180 of Section 8, Valley Grove and the Northwest corner of Lot 179 of said Section 8, Valley Grove; Thence, South 20 degrees 33 minutes 26 seconds West, 165.08 feet to an iron rod (new), said iron rod (new) being the Southwest corner of Lot 178 of said Section 8, Valley Grove. The Northwest corner of Lot 177 of said Section 8, Valley Grove and the Southeast corner of the property herein described; Thence, leaving said Western boundary of Section 8, Valley Grove and following the Northern boundary of said Sections, Valley Grove and continuing with the Northern boundary of Section 7, Valley Grove, .45 of record in Plat Book 5800, Page 246, Register's Office of Davidson County, Tennessee and the Northern boundary of Section 6, Valley Grove, as of record in Plat Book 5200, Page 583, Register's Office of Davidson County, Tennessee South 81 degrees 44 minutes 28 seconds West 53.46 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 177 of Sections, Valley Grove, the Northwest corner of Lot 107 of said Section 8, Valley Grove and the Northeast corner of Lot 106 of said Sections, Valley Grove; Thence, South 79 degrees 21 minutes 17 seconds West, 83.49 feet to an iron rod (old), said iron rod (old) being the Northwest corner of said Lot 106 of Sections, Valley Grove and the Northeast corner of Lot 105 of said Section 7, Valley Grove; Thence, North 86 degrees 49 minutes 29 seconds West 81.39 feet to an iron rod (old), said iron rod (old) being the Northwest corner of said Lot 105 of Section 7, Valley Grove and the Northeast corner of Lot 104 of said Section 7, Valley Grove; Thence, South 68 degrees 40 minutes 38 seconds West 159.94 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 103 of said Section 7, Valley Grove and the Northeast corner of Lot 102 of said Section 7, Valley Grove; Thence, South 63 degrees 18 minutes 36 seconds West 214.26 feet to an iron rod (new) on the Northern boundary of Lot 99 of said Sections, Valley Grove; Thence, South 72 degrees 21 minutes 35 seconds West 15.35 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 98 of said Section 6, Valley Grove; Thence, North 66 degrees 40 minutes 15 seconds West 184.38 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 94 of said Section 6, Valley Grove and the Northeast corner of Lot 93 of said Section 6, Valley Grove; Thence, North 73 degrees 20 minutes 10 seconds West, 77.57 feet to an iron rod

(new), said iron rod (new) being the Northwest corner of said Lot 93 of Section 6, Valley Grove and the Northeast corner of Lot 92 of said Section 6 Valley Grove; Thence, North 79 degrees 47 minutes 24 seconds West, 65.17 feet to an iron rod (new), said iron rod (new) being the Northwest corner of said Lot 92 of Section 6, Valley Grove and the Northeast corner of Lot 91 of said Section 6, Valley Grove; Thence North 69 degrees 06 minutes 04 seconds West, 118.51 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 90 of said Section 6, Valley Grove and the Northeast corner of Lot 89 of said Section 6, Valley Grove; Thence, North 82 degrees 50 minutes 33 seconds West, 91.77 feet to an iron rod (old) on the Eastern boundary of the Deborah Frierson Property, as of record in Instrument Number 20050426-0046179, Register's Office of Davidson County, Tennessee. said iron rod (old) being the Northwest corner of said Lot 89 of Section 6, Valley Grove and the Southwest corner of the property herein described; Thence, leaving said Northern boundary of Section 6, Valley Grove and following said Eastern boundary of the Deborah Frierson Property and continuing along an Eastern boundary of the Deborah J. Frierson Property, as of record in Deed Book 9511, Page 178, Register's Office Davidson County, Tennessee North 07 degrees 23 minutes 15 seconds East, 614.27 feet to a point said point being the Northwest corner of the property herein described; Thence, leaving said Eastern boundary of the Deborah J. Frierson Property and following a Southern boundary of said Deborah J. Frierson South 83 degrees 20 minutes 40 seconds East, 1,097.78 feet to the point of beginning.

Containing 702,402 square feet or 16.12 acres

AND

Parcel No. 086-00-0-348.00:

Land in Davidson County, Tennessee, described according to an unrecorded survey prepared by John D. McCormick, Registered Land Surveyor, dated April 28, 1993, as follows, to-wit:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the SW corner of the G.H. Robertson, etux Property as of record in Deed Book 1452, Page 111, said point being approximately 677 feet North of the centerline of Rockwood Drive; thence No. 82 deg. 18' 58" East, a distance of 11.0 feet; thence No. 8 deg. 36'35" East, a distance of 251.24 feet; thence No. 12 deg. 30' 06" East a distance of 132.01 feet; thence So. 74 deg. 47' 38 East a distance of 178.10 feet; thence No. 5 deg. 32' 31" East a distance of 175.00 feet; thence So. 84 deg. 27' 39" East a distance of 310.00 feet; thence So. 9 deg. 57' 01" West a distance of 467.14 feet, thence So. 82 deg. 18' 58" West a distance of 493.23 feet to a point in the easterly margin of Tulip Grove Road; thence along the easterly margin of Tulip Grove Road along a curve to the left with a radius of 979.93 feet, a distance of 50.00 feet to the point of beginning and containing 5.094 acres more or less.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in the Quitclaim Deed of record as Instrument No.20030103-0001112, Register's Office for Davidson County, Tennessee.

AND

Parcel No. 086-00-0-327.00:

Land in Davidson County, Tennessee, described according to an unrecorded Survey prepared by John D. McCormick, Registered Land Surveyor, dated April 28, 1993, as follows, to-wit:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the NW corner of the Dewey T. Hockett Property as of record in Deed Book 3949, Page 689, and being the Southwest corner of the property herein described, said point being approximately 507 feet North of centerline of Rockwood Drive; thence along the easterly margin of Tulip Grove Road; in a northerly direction along a curve to the left with a radius of 979.93 feet a distance 120.36 feet; thence leaving Tulip Grove Road in a direction of No. 82 deg. 18' 58" East a distance of 493.23 feet; thence No. 9 deg. 57' 01" East a distance of 310.00 feet, thence So. 80 deg. 02' 59" East a distance of 332.07 feet to a point in a fence line; thence along

fence line So. 5 deg. 12' 39" West a distance of 501.89 feet to a corner post, thence No. 85 deg. 25' 45" West a distance of 824.22 feet along a fence line to a point of beginning and containing 6.031 acres more or less.

AND

Parcel No. 086-00-0-113.00:

TRACT NO. 1:

BEING 42 acres of land, the same property conveyed to Laura Evans by deed from William Wilson and others, of record in Book 723, Page 756, Office of the Register for Davidson County, Tennessee; the full legal description contained in said Deed is incorporated herein by reference. The property was devised to Mexie Frierson, the Grantor herein, by the Will of Laura Evans, of record in Will Book 51, Page 433, Office of the Probate Clerk for Davidson County, Tennessee.

TRACT NO. 2:

BEING 14 acres of land, the same property conveyed to Mexie Wilson Frierson by deed from William Wilson and others, of record in Book 723, Page 758, Office of the Register for Davidson County, Tennessee the full legal description contained in the said deed is incorporated herein by reference.

INCLUDED in the description above, but excluded from this conveyance is that portion of the heretofore described real property previously conveyed to Deborah Y. Frierson from Kenneth P. Frierson, et al, by Quitclaim Deed of record in Book 8962, Page 35, Register's Office for Davidson County, Tennessee.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in Deed Book 8962, page 35, and as Instrument No. 20020724-0088959, Register's Office for Davidson County, Tennessee.

~~Being a part of the same property conveyed to Wise Group, Inc. by Substitute Trustees Deed dated 05/19/2011 from Gregory S. Gill, Substitute Trustee of record in Instrument 201105230039459, Register's Office for Davidson County, Tennessee and further conveyed to The Lux Development Group, LLC, by quitclaim deed of record in Instrument No. 20180928-0096542, said Register's Office.~~

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is unimproved  improved  property known as: 1209 & 1213 Tulip Grove Road, 4872 Myra Drive and Valley Grove Drive, Hermitage, TN 37076 . . .

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever; and it does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

1209 & 1213 doesn't have anything to do with 4872 Myra Dr  
5.09 + 6.0 ONLY connected to Valley Grove  
1209 Tulip Grove Rd. was ~~never~~ improved 1 and with  
a house on 5.094 acres, my Father built it!!!

Witness my/our hand(s) this the 29 day of December, 2020.

The Lux Development Group, LLC

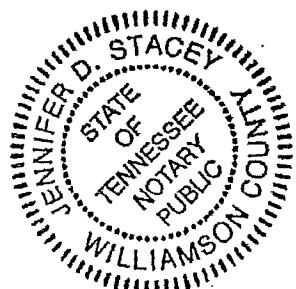
BY: Alan Wise Chief Manager  
Alan Wise, Chief Manager

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Alan Wise with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of The Lux Development Group, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Alan Wise as such Chief Manager.

Witness my hand and official seal, this the 29 day of December, 2020.

Jennifer D. Stacey  
Notary Public  
My Commission Expires: 10/3/21



Fraud at its best!

Wednesday, August 03, 2022

**LOCATION**

Property Address 1209 Tulip Grove Rd  
Hermitage, TN 37076-2632

**Subdivision**

County Davidson County, TN

**PROPERTY SUMMARY**

Property Type Residential  
Land Use Single Family Dwelling  
Improvement Type Single Family

**Square Feet** 1,677

**GENERAL PARCEL INFORMATION**

Parcel ID/Tax ID 086-00-0-348.00

Alternate Parcel ID

Account Number

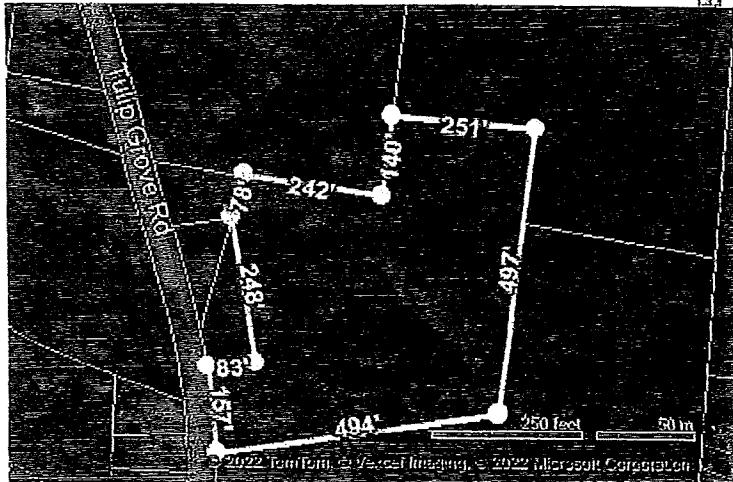
District/Ward GSD

Opportunity Zones No

2010 Census Trct/Blk 156.22/3

Assessor Roll Year 2021

This map shows the property's location relative to Tulip Grove Rd. It includes property lines, roads, and nearby addresses: 251, 140, 242, 248, 83, 497, and 494. A handwritten note on the map reads: "All lots have been made S.M.X. lot line". Below the map, handwritten notes state: "Title Co., established 10-20-20".



**CURRENT OWNER**

Name Meritage Homes Tennessee Inc  
Mailing Address 5217 Maryland Way Ste 222  
Brentwood, TN 37027-5009

**SALES HISTORY THROUGH 07/22/2022**

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/29/2020	\$4,982,785	Meritage Homes Tennessee Inc		Warranty Deed		202101060003200
9/25/2018		Lux Development Group LLC	Never had the original quit claim deed	Quit Claim Deed	5	201809280098542
5/19/2011	\$500,000	Wise Group Inc	H Grp LLC	Trustee's/Substitute Trustee's Deed	5	201105230039459
4/3/2007	\$115,420	H Group LLC	Frierson Deborah J	Warranty Deed		200704110043078
5/15/1993		Frierson Deborah J	I am the only one who has the original quit claim deed and survey	Warranty Deed	2	8962/35

**TAX ASSESSMENT**

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2021	Assessment Year	2021		
Appraised Land	\$300,000	Assessed Land	\$75,000	General Services District	2.953
Appraised Improvements	\$89,900	Assessed Improvements	\$22,475		
Total Tax Appraisal	\$389,900	Total Assessment	\$97,475		
		Exempt Amount			
		Exempt Reason			

**TAXES**

Tax Year	City Taxes	County Taxes	Total Taxes
2021		\$2,878.44	\$2,878.44
2020		\$2,853.31	\$2,853.31
2019		\$2,075.20	\$2,075.20
2018		\$2,075.20	\$2,075.20
2017		\$1,223.22	\$1,223.22
2016		\$1,433.24	\$1,433.24
2015		\$1,433.24	\$1,433.24
2014		\$1,433.24	\$1,433.24
2013		\$1,433.24	\$1,433.24

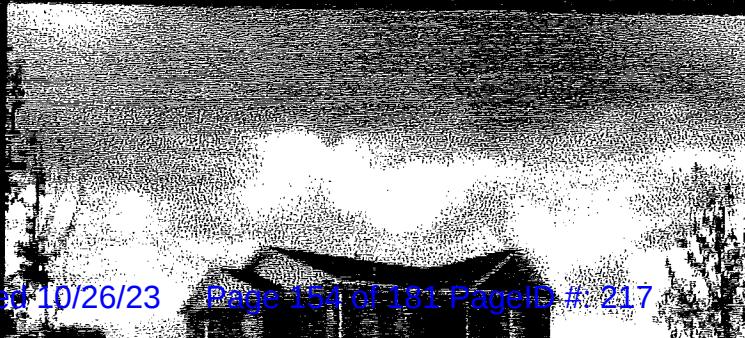
My team is killing it! Come see the definition of quality.



Grandview Custom Homes • Follow

May 9, 2020 • ④

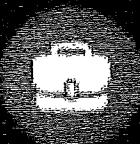
Come visit us at Durham Farms,  
Hendersonville's hottest community! View our  
stunning homes surrounding the Farmhouse,  
a.k.a- Am.. See more





**Alan Wise is in Nashville.**

Dec 31, 2009 · 0



## **Started New Job at Lux Development Group**

2009 – President

Nashville, Tennessee

Earthwork/Developer



Share



**Alan Wise is in Antioch, Tennessee.**

Dec 31, 1997 · 0



## **Started New Job at Wise Coaches of Nashville**

1997 – President CEO Emeritus

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 155 of 181 PageID #: 218

Antioch, Tennessee



5

She ready.....



187

38 comments • 1 share



Like



Comment



Share



**Alan Wise is with Tricia Short Arnold  
and 5 others.**

...

Jan 28, 2022 · 5



Alan Wise is in Nashville.

...

Jun 1, 2018 · 0



## Started New Job at Grandview Custom Homes

June 1, 2018 – Senior Partner  
Nashville, Tennessee  
Contractor/Builder

3

1 comment



Like



Comment



Share



Alan Wise is in Nashville.

...

Dec 31, 2009 · 0



## Started New Job at Lux Development Group

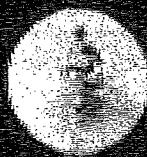
158

16 comments • 2.5K views

 Like

 Comment

 Share



Alan Wise

May 28, 2022 · 

In Hermitage and MJ soon..  
Kultur Vodka



## Incident Report



Metropolitan Police Department

Nashville, Tennessee

ver 4.3

523

ZONE

9533

R.P.A.

1. MPD Incident No.

2018-0906251

<b>Part 1 Incident</b>		2. Related Incident <input checked="" type="checkbox"/> N/A					
		3. Other Police Agency & Case Incident No. <input checked="" type="checkbox"/> N/A					
4. Report Type <b>DISPATCHED</b>		5. Report Date/Time 10/28/2018 11:05		6. Incident Date/Time (From/To) 10/28/2018 10:00 - 10/28/2018 11:00		Precinct Hermitage Precinct	
7. Reporting/Dispatched Location 8305 GORDON LN		<input type="checkbox"/> UNK		Apt No	City	State	Zip Code
Cross Street:							
8. Address of Incident 8305 GORDON LN		<input type="checkbox"/> Same as Block No 7		Apt No	City	State	Zip Code
Cross Street:							
# 1	9. Offense CODE 26A	10. Offense Description FRAUD - SWINDLE		11. Status COMPLETED	12. Location Type CODE RESIDENCE, HOME		
13. Weapon CODE (Enter up to 3) <b>NONE</b>							
15. Hale Crime Suspected Suspected NO		16. Suspected Gang Activity NO	17a. Terrorism Suspected NO	17. (For Burglary) Forced Entry	If Hotel/Motel/rental Storage No. of Premises Entered		18. (For Burglary/Robbery) Home Invasion?
<b>Part 2</b> <input type="checkbox"/> N/A <b>Victim</b> <b>No. 1</b>		31. Victim Type Individual (18 and over)		19. (Last, First, Middle Name or Business Name) <input type="checkbox"/> UNK <input checked="" type="checkbox"/> MNI NEW FRIERSON		DEBRA	
20. SSN <input type="checkbox"/> UNK <input checked="" type="checkbox"/> N/A		21. Driver License		(State) (Number)		<input type="checkbox"/> UNK <input checked="" type="checkbox"/> N/A	
Same as Address of Incident (Block #8) <input checked="" type="checkbox"/>	22. Address of Victim Street <input type="checkbox"/> UNK 8305 GORDON LN		Apt No	City	State	Zip Code	E-Mail Address
	Cross Street			HERMITAGE	TN	37076	<input checked="" type="checkbox"/>
23. Sex <b>FEMALE</b>	24. Race <b>BLACK OR AFRICAN AMERICAN</b>		25. Ethnicity <b>NON HISPANIC O</b>	27. County Resident <b>Yes</b>	28. DOB <input type="checkbox"/> UNK <input type="checkbox"/> N/A <b>04/14/1949</b>	29. Age <input type="checkbox"/> N/A <b>69</b>	- Years
29. Phone Numbers HM: (615) 889-8896		WK:		Cell/ Pager:			
30. Victim of Offenses: (Ref Block #9) <b>26A</b>							
32. Local College Student? (If Yes, List Name of College/University) <b>N/A</b>							
33. Employment (Name) <input type="checkbox"/> MNI <input checked="" type="checkbox"/> N/A (Address) (Cross Street) (Email Address)							
(Apt No) (City) (State) (Zip Code) <input type="checkbox"/>							
34. Domestic Disturbance? <b>N/A</b>		If Yes, Answer the Following Questions	Was Order of Protection Violated?	Was Victim taken to Safe Place?	Were Children taken to Safe Place?	Were Children Present During Incident?	
35. Victim to Suspect 1		<b>HOLLAND, DWIGHT</b>		Relationship <b>RELATIONSHIP UNKNOWN</b>			
35. Victim to Suspect 2		<b>WISE, ALLEN</b>		Relationship <b>RELATIONSHIP UNKNOWN</b>			
36. Aggravated Assault/Homicide Circumstances		37. Negligent Manslaughter		38. Justifiable Homicide			

<b>Part 5 Property</b> <input type="checkbox"/> N/A		49. Victim/Suspect No. Victim 1 FRIERSON, DEBRA	
50. Cat CODE 77-OTHER: ALL OTHER PROPERTY NOT FITTING TH		Category (Other)	
51. Property Description (Make) (Model) (Size) (Type) (Color)			
4.8 ACRES OF LAND (IMPROVED) OFF OF 1209 TULIP GROVE			
52. Serial No.		Owner Applied No.	53. QTY 1
54. Type CODE Stolen		55. Cond CODE UNDAMAGED (USED)	Condition CODE (Other)
56. Est \$ Value 400,000		57. Date Recovered	Recovered \$Value
58. Stored By CODE Other (Specify)		Stored By (Other) SUSPECTS	
<b>Part 6 Injury</b> <input checked="" type="checkbox"/> N/A & Transport		85. Injured	
86. "Injury" Code (Enter Up to 5)			
87. Describe Injury			
88. Medical Treatment		89. Transported By	
90. Examining Physician <input type="checkbox"/> N/A		91. Status	
<b>Part 7 Search By Officer</b> <input checked="" type="checkbox"/> N/A		111. Search Type	112. Searched Location (Address, Area, Etc.)
<b>Part 8 Other</b> <input checked="" type="checkbox"/> N/A Units Requested		113. I.D. Section Called To Scene: Yes, for: <input type="checkbox"/> Photos <input type="checkbox"/> Prints <input type="checkbox"/> Other Other: <input type="checkbox"/> DNA <input type="checkbox"/> Firearms <input type="checkbox"/> Brass Casings	
114. Other Units Called:			
<b>Part 10 Narrative</b>		120.	
ON THIS DATE, VICTIM STATED SHE WAS SCAMMED BY SUSPECT #1 OVER THE SELL OF HER LAND THAT WAS PASSED ON TO HER BY A PREVIOUS RELATIVE. VICTIM STATED SUSPECT #1 (AN ALLEGED DEVELOPER) AGREED TO BUILD HER A RESIDENCE THAT WAS HANDICAP ACCESSIBLE IF SHE SIGN OVER THE 4.8 ACRES OF LAND SHE OWNS. SHE STATED SHE AGREED UNDER DURESS (SON WAS PARALYZED FROM AN ACCIDENT RIGHT BEFORE THE TRANSACTION) AND SIGNED THE CONTRACT. THIS TRANSACTION TOOK PLACE IN 2007. AT THE SAME TIME SHE SIGNED A CONTRACT, SUSPECT #1 GAVE THE LAND TO SUSPECT #2 IN A QUICK DEED PURCHASE BASED ON HIS RECENT BANKRUPTCY DILEMMA. VICTIM STATED SHE ATTEMPTED MULTIPLE TIMES TO CONTACT BOTH SUSPECTS BUT WAS UNSUCCESSFUL. BY 2009, VICTIM STATED THE RESIDENCE HAD NOT BEEN BUILT. VICTIM STATED SHE DISCOVERED SUSPECT #1 DID NOT HAVE A LICENSE TO MAKE SUCH TRANSACTIONS AND TOOK HIM TO COURT. SHE STATED SHE WAS AWARDED \$400,000 IN A JUDGMENT AND TO RECEIVE THE 4.8 ACRES BACK IN RETURN. VICTIM STATED SHE WAS ADVISED FROM COUNSEL TO MAKE A POLICE REPORT TO 'GET THE BALL' ROLLING FOR INVESTIGATORS TO LOOK INTO GETTING HER LAND BACK			

MNPD FORM 100

REV 5-00

CALEA 42.2.4, 82.2.1, 82.2.4

Ver 2.3.3e

**Incident Report**  
**Metropolitan Nashville Police Department**  
**Nashville, Tennessee**



ZONE 525	RPA 9533	1. MPD Incident No. 2022-0336573
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<b>Part 1 Incident</b>		2. Related Incident N/A 3. Other Police Agency and Case Incident No. N/A			
4. Report Type <b>DISPATCHED</b>		5. Report Date Time 07/09/2022 11:56		6. Incident Date Time From: 07/09/2022 11:56 To: 07/09/2022 11:56	Precinct <b>HERMITAGE</b>
7. Reporting/Dispatched Location <b>8305 GORDON LN, HERMITAGE, TN 37076</b>					
8. Address of Incident <b>8305 GORDON LN, HERMITAGE, TN 37076</b>					
1	9. Offense Code <b>740 - Matter of Record</b>	10. Offense Description <b>MATTER OF RECORD</b>		11. Status <b>COMPLETED</b>	12. Location Type Code <b>RESIDENCE, HOME</b>
13. Weapon Code (Enter up to 3)		<b>NONE</b>			
14. Activity Code (Enter up to 3)					
15. Hate Crime Suspected <b>NO</b>		16. Suspected Gang Activity <b>NO</b>	16a. Terrorism Suspected <b>NO</b>	16b. Cybercrime Suspected	17. (For Burglary) If Hotel/Motel/Rental Storage Forced Entry No of premises entered
				18. (For Burglary/Robbery) Home Invasion?	
<b>Part 2 Victim</b>					
Victim 1	31. Victim Type <b>INDIVIDUAL (18 AND OVER)</b>		19. (Last, First, Middle Name or Business Name) <b>FRIERSON, DEBBIE</b>		
20. Social Security Number		21. Driver's License Number			
22. Address of Victim Same as Address of Incident Block 8					
23. Sex <b>FEMALE</b>	24. Race <b>BLACK OR AFRICAN AMERIC</b>	25. Ethnicity <b>NOT HISPANIC OR LATINO</b>	27. County Resident <b>YES</b>	28. D.O.B. <b>04/14/1949</b>	29. Age <b>73 Years</b>
29. Phone Numbers Home: (615) 889-8896			Work:	Cell/Pager:	
30. Victim of Offenses: (Ref Block #9)					
740 - Matter of Record					
32. Local College Student? (If yes, last name of college/university) <b>N/A</b>					
33. Employment <b>N/A</b>					
34. Domestic Disturbance? <b>No</b>	Was Order of Protection violated?	Was victim taken to safe place?	Were children taken to safe place?	Were children present during incident?	
35. Victim to Suspect		37. Negligent Manslaughter			38. Justifiable Homicide
36. Aggravated Assault/Homicide Circumstances					
38.1. Will Victim Prosecute? <b>NO</b>		38.2. Can ID Suspect? <b>NO</b>			
123. Signature of Recipient/Authorizer: <b>N/A</b>				127. Advisory Notice Issued <b>CITIZEN INFORMATION NOTICE</b>	
<b>Part 3 Suspect</b> <b>N/A</b>					
<b>Part 4 Other Person</b> <b>N/A</b>					
<b>Part 5 Property</b> <b>N/A</b>					
Case # 3-23-cr-01135 Document 1-6 Filed 10/26/23 Page 162 of 181 PageID #: 225 60. If offense was to a school or library, is structure used for instructional purposes occupied? Complete Items 50-58 and 81-84 for Drug/Narcotic Violation					

Officer: N/A			
Part 6 Injury and Transport: N/A			
Part 7 Search by Officer: N/A			
Part 8 Other Units Requested: N/A			
113. AD. Section Called to Scene		Yes for:	Other:
Part 9 LEOKA		115. Police Assault Cleared	116. First Weapon Encountered
118. Officer Assignment		119. LEOKA Incident Type	
Part 10 Narrative		120.	
<p>ON 07/09/2022 I WAS DISPATCHED TO 8305 GORDON LN IN REGARD TO THE VICTIM WANTING TO REPORT SOMEONE HAVING LEFT UNWANTED AND NON POSTAGED MAIL IN HER MAILBOX. THE VICTIM EXPLAINED SHE HAS BEEN HAVING ONGOING PROPERTY DISPUTE ISSUES REGARDING ACRES OF LAND SHE OWNS IN NASHVILLE. THE VICTIM STATED A MALE SLACK WITH A SHAVED HEAD AND BEARD HAD COME TO HER RESIDENCE, LEFT PAPERWORK IN HER MAILBOX, AND THEN PROCEEDED TO WALK UP HER DRIVEWAY AND KNOCK ON HER DOOR. THE VICTIM STATED SHE BELIEVES THE MAN WORKS FOR EITHER MERITAGES HOMES OR GEORGE ROBERTSON. THE VICTIM STATED SHE WANTED IT DOCUMENTED THAT THIS INDIVIDUAL HAD TRESPASSED ON HER PROPERTY AND LEFT DOCUMENTS IN HER MAILBOX.</p>			
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: Yes			
122. Report Is Continued on: N/A (Check all that apply)			
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS		Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT	
128. Case Status: Cleared by Exception: UNFOUNDED			
124. Reporting Officer (First, MI, Last) Ashley Kappennmacher		Employee No. 4001562	Agency TN0190100
125. Approving Supervisor Gerry R. Hutcheson		Employee No. 262757	Agency TN0190100
126. Data Entry Dalton Anderson		Employee No. 200015	Agency TN0190100
Comments			
Crime Scene Photos			

**Incident Report  
Metropolitan Nashville Police Department  
Nashville, Tennessee**

ZONE 523	RPA 9539	1. MPD Incident No. 2023-0188847
-------------	-------------	-------------------------------------

**Part 1 Incident**

2. Related Incident

N/A

3. Other Police Agency and Case Incident No.

N/A

4. Report Type <b>DISPATCHED</b>	5. Report Date Time <b>03/30/2023 20:21</b>	6. Incident Date Time From: <b>03/30/2020 20:21</b> To: <b>03/30/2023 20:21</b>	Precinct <b>HERMITAGE</b>
-------------------------------------	--	---	------------------------------

7. Reporting/Dispatched Location <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>			
---	--	--	--

8. Address of Incident <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>			
---	--	--	--

1	9. Offense Code <b>290 - Destruction/Damage/Vandalism of Prop</b>	10. Offense Description <b>DAMAGE PROP - PRIVATE</b>	11. Status <b>COMPLETED</b>	12. Location Type Code <b>RESIDENCE, HOME</b>
---	--	---	--------------------------------	--

13. Weapon Code (Enter up to 3)	UNKNOWN		
---------------------------------	---------	--	--

14. Activity Code (Enter up to 3)			
-----------------------------------	--	--	--

15. Hate Crime Suspected NO	16. Suspected Gang Activity NO	16a. Terrorism Suspected NO	16b. Cybercrime Suspected NO	17. (For Burglary) If Hotel/Motel/Rental Storage Forced Entry	If Hotel/Motel/Rental Storage No of premises entered	18. (For Burglary/Robbery) Home Invasion? EX
--------------------------------	-----------------------------------	--------------------------------	------------------------------------	--	---	---

**Part 2 Victim**

Victim 1	31. Victim Type <b>BUSINESS</b>	19. (Last, First, Middle Name or Business Name) <b>DF &amp; CR INC,</b>	Officer ENO
-------------	------------------------------------	--	-------------

20. Social Security Number	21. Driver's License Number -
----------------------------	----------------------------------

22. Address of Victim <b>Same as Address of Incident Block 8</b>				Email:
---	--	--	--	--------

23. Sex	24. Race	25. Ethnicity	27. County Resident	28. D.O.B.	29. Age
---------	----------	---------------	---------------------	------------	---------

29.1. Phone Numbers Home:			Work:	Cell/Pager:	
------------------------------	--	--	-------	-------------	--

30. Victim of Offenses: (Ref Block #9)					
---	--	--	--	--	--

33. Employment Email					
-------------------------	--	--	--	--	--

34. Domestic Disturbance? No	Was Order of Protection violated?	Was victim taken to safe place?	Were children taken to safe place?	Were children present during Incident?	
---------------------------------	--------------------------------------	------------------------------------	---------------------------------------	---	--

35. Victim to Suspect					
-----------------------	--	--	--	--	--

Number: 1	Name:	Relationship: <b>VICTIM WAS STRANGER</b>			
-----------	-------	--	--	--	--

Number: 2	Name:	Relationship: <b>VICTIM WAS STRANGER</b>			
-----------	-------	--	--	--	--

36. Aggravated Assault/Homicide Circumstances	37. Negligent Manslaughter	38. Justifiable Homicide
---	----------------------------	--------------------------

38.1. Will Victim Prosecute? <b>YES</b>	38.2. Can ID Suspect: <b>YES</b>
---	----------------------------------

123. Signature of Recipient/Authorizer: <b>N/A</b>	127. Advisory Notice Issued <b>NOT APPLICABLE</b>
--	--

**Part 3 Suspect**

Suspect 1	92. (Last, First, Middle Name) <b>GREGORY ROBINSON, JACKIE</b>	94. SSN and/or Driver's License Nbr. Unknown
--------------	---	---

93. Address of Suspect <b>1165 TULIP GROVE RD, HERMITAGE, TN 37076</b>								95. Phone Number <b>Unknown</b>
97. Sex <b>FEMALE</b>	98. Race <b>BLACK OR AFRICAN AMERICAN</b>	99. Ethnicity <b>NOT HISPANIC OR LATINO</b>			100. D.O.B. <b>Unknown</b>	101. Age <b>Unknown</b>	104. Height	105. Weight lbs <b>150</b>
106. Hair <b>UNKNOWN</b>			107. Eyes <b>UNKNOWN</b>					
108. Scars and Other Identifiers			109. Clothing					
102. Suspected of Using <b>N/A</b>			103. Status (Enter up to 2) <b>AT LARGE</b>					
96. Weapon/Tool (Enter up to 3) <b>UNKNOWN</b>								
110. Vehicle Used <b>None</b>								
Year	Make	Model	Body	Color	License Plate Number	State	Year	
Suspect <b>2</b>	92. (Last, First, Middle Name) <b>ROBINSON, GREGORY</b>		94. SSN and/or Driver's License Nbr. <b>Unknown</b>					
93. Address of Suspect <b>1165 TULIP GROVE RD, HERMITAGE, TN 37076</b>								95. Phone Number <b>Unknown</b>
97. Sex <b>MALE</b>	98. Race <b>BLACK OR AFRICAN AMERICAN</b>	99. Ethnicity <b>NOT HISPANIC OR LATINO</b>			100. D.O.B. <b>Unknown</b>	101. Age <b>Unknown</b>	104. Height	105. Weight lbs <b>150</b>
106. Hair <b>UNKNOWN</b>			107. Eyes <b>UNKNOWN</b>					
108. Scars and Other Identifiers			109. Clothing					
102. Suspected of Using <b>N/A</b>			103. Status (Enter up to 2) <b>AT LARGE</b>					
96. Weapon/Tool (Enter up to 3) <b>UNKNOWN</b>								
110. Vehicle Used <b>None</b>								
Year	Make	Model	Body	Color	License Plate Number	State	Year	
<b>Part 4 Other Person</b>								
OP <b>1</b>	39. Other Person Type (Non-Victim) <b>COMPLAINANT</b>	40. (Last, First, Middle Name) <b>FRIERSON, DEBORAH J</b>	57192199					
41. Address <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>			42. Place of Employment/School UNK					
43. Status <b>PERSON QUESTIONED</b>		44. Sex <b>FEMALE</b>	45. Race <b>BLACK OR AFRICAN AMERICAN</b>	46. D.O.B. <b>04/14/1949</b>	47. Age <b>73 Years</b>	47.1 Can ID Suspect <b>YES</b>		
48. Phone Numbers Home: Work: Cell/Pager: (615) 294-5571								
OP <b>2</b>	39. Other Person Type (Non-Victim) <b>COMPLAINANT</b>	40. (Last, First, Middle Name) <b>RAGLAND, CARTAZE</b>						
41. Address <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>			42. Place of Employment/School UNK					
43. Status <b>PERSON QUESTIONED</b>		44. Sex <b>MALE</b>	45. Race <b>BLACK OR AFRICAN AMERICAN</b>	46. D.O.B. <b>02/17/1982</b>	47. Age <b>41 Years</b>	47.1 Can ID Suspect <b>YES</b>		
48. Phone Numbers Home: Work: Cell/Pager: (615) 294-5571								
<b>Part 5 Property</b>								

1	49. Victim/Suspect No. <b>VICTIM 1 DE &amp; CR INC.</b>									
50. Cat Code <b>STRUCTURES-OTHER COMMERCIAL/BUSINESS: ST</b>				Category Other						
51. Property Description (Make)      (Model)      (Size)      (Type)      (Color) <b>1209 TULIP GROVE</b>										
52. Serial No. <b>NA</b>		Owner Applied No. <b>NA</b>			53. Quantity <b>1</b>	Offense Code <b>2902</b>				
54. Type Code <b>DAMAGED (NON ARSON)</b>			55. Cond Code <b>UNDAMAGED (USED)</b>			ConditionCode (Other)				
56. Est \$ Value <b>\$100,000.00</b>	57. Date Recovered	Recovered \$ Value		Category						
58. Stored By Code			Stored By (Other)							
<b>Motor Vehicle # 1</b>										
61. License Nbr.	State	Year	62. VIN							
63. Year	64. Make		65. Model		66. Style	67. Color				
68. Doors Locked		69. Ignition Locked			70. Keys in Vehicle					
73. Method of Entering Vehicle		74. Method of Taking Vehicle		75. Vehicle Towed To		VTR Nbr:				
76. Authorization to Tow		77. Hold Vehicle For: Other:								
78. Describe Damage to Vehicle as a Result of this Incident			79. Insured By:			80. Financed By or Titleholder:				
60. If Offense was arson and Property was structure, was the structure occupied?										
Complete Items 50-58 and 81-84 for Drug/Narcotic Violation										
<b>Drugs N/A</b>										
<b>Part 6 Injury and Transport N/A</b>										
<b>Part 7 Search by Officer N/A</b>										
<b>Part 8 Other Units Requested N/A</b>										
113. I.D. Section Called to Scene			Yes for:			Other:				
<b>Part 9 LEOKA</b>		115. Police Assault Cleared	116. First Weapon Encountered			117. Type of Activity				
118. Officer Assignment	119. LEOKA Incident Type									
<b>Part 10 Narrative</b> <b>120.</b>  OP 1 AND 2 REPORTED ON MARCH 30, 2023 THAT THE ABOVE LOCATION WHICH IS THEIR BUSINESS ADDRESS HAD BEEN DAMAGED. THEY ADVISED THE DAMAGE TOOK PLACE BETWEEN MARCH 2020 AND TODAY'S DATE. THEY ADVISED DUE TO THE TORNADO AND THE PANDEMIC THEY COULD NOT ACCESS THE PROPERTY. WHEN THEY DID GO TO THE PROPERTY TODAY THEY FOUND HOLES IN THE WALLS, THE CEILING HAD SIGNIFICANT DAMAGE AS WELL. THE INTERIOR OF THE RESIDENCE HAS DAMAGE IN EVERY ROOM. APPLIANCES ARE DESTROYED. THE ELECTRICAL OUTLETS HAVE BEEN PULLED OUT. THEY ADVISED THAT SUSPECTS 1 AND 2 HAVE BEEN TRYING TO TAKE THEIR PROPERTY ALONG WITH A DEVELOPER HERITAGE HOMES OF TN. THERE IS ALSO A LOT OF DAMAGE TO THE DRIVEWAY. OP 1 STATED THEY HAVE PICTURES.										
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident:					None Known At Time of Report					
122. Report Is Continued on: <b>N/A</b> (Check all that apply)										
130. Primary Investigative Unit: <b>HERMITAGE INVESTIGATIONS</b>			Reporting Agency: <b>METROPOLITAN NASHVILLE POLICE DEPARTMENT</b>							
128. Case Status:	Cleared by Exception:									
OPEN										
124. Reporting Officer (First, MI, Last) <b>Ronda Atwater</b>			Employee No.	Agency	Radio Call Sign		District			
			<b>227514</b>	<b>TN0190100</b>	<b>57A32</b>					
125. Approving Supervisor <b>Abbey Sawl</b>			Employee No.	Agency						
			<b>256417</b>	<b>TN0190100</b>						
126. Data Entry <b>Katherine Hawkins</b>			Employee No.	Agency	Date					
			<b>4005180</b>	<b>TN0190100</b>	<b>04/15/2023</b>					
Comments										
<b>Crime Scene Photos</b>										

**Incident Report**  
**Metropolitan Nashville Police Department**  
**Nashville, Tennessee**

ZONE 523	RPA 9539	1. MPD Incident No. 2023-0473163
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<b>Part 1 Incident</b>		2. Related Incident N/A 3. Other Police Agency and Case Incident No. N/A					
4. Report Type <b>DISPATCHED</b>		5. Report Date Time 08/11/2023 15:33		6. Incident Date Time From: 08/11/2023 15:33 To: 08/11/2023 15:33		Predict <b>HERMITAGE</b>	
7. Reporting/Dispatched Location <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>							
8. Address of Incident <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>							
1.	9. Offense Code <b>290 - Destruction/Damage/Vandalism of Prop</b>	10. Offense Description <b>DAMAGE PROP - PRIVATE</b>			11. Status <b>COMPLETED</b>		12. Location Type Code <b>RESIDENCE, HOME</b>
13. Weapon Code (Enter up to 3)		<b>UNKNOWN</b>					
14. Activity Code (Enter up to 3)							
15. Hate Crime Suspected <b>NO</b>	16. Suspected Gang Activity <b>NO</b>	16a. Terrorism Suspected <b>NO</b>	16b. Cybercrime Suspected <b>NO</b>	17. (For Burglary) Forced Entry	If Hotel/Motel/Rental Storage No of premises entered	18. (For Burglary/Robbery) Home Invasion?	
<b>Part 2 Victim</b>							
Victim <b>1</b>	31. Victim Type <b>INDIVIDUAL (18 AND OVER)</b>		19. (Last, First, Middle Name or Business Name) <b>FIERSON, DEBRA</b>		Officer ENO		
20. Social Security Number <b>Unknown</b>			21. Driver's License Number <b>Unknown</b>				
22. Address of Victim							Email
23. Sex <b>FEMALE</b>	24. Race <b>BLACK OR AFRICAN AMERIC</b>	25. Ethnicity <b>NOT HISPANIC OR LATINO</b>	27. County Resident <b>UNKNOWN</b>	28. D.O.B. <b>Unknown</b>	29. Age <b>74 Y</b>		
29.1. Phone Numbers Home:				Work: Cell/Pager: (615) 294-5571			
30. Victim of Offenses: (Ref Block #9)							
290 - Destruction/Damage/Vandalism of Property							
32. Local College Student? (If yes, last name of college/university) <b>N/A</b>							
33. Employment <b>N/A</b>							
34. Domestic Disturbance? <b>N/A</b>							
35. Victim to Suspect Number: 1 Name: Relationship: VICTIM WAS STRANGER							
36. Aggravated Assault/Homicide Circumstances			37. Negligent Manslaughter			38. Justifiable Homicide	
38.1. Will Victim Prosecute? <b>YES</b>			38.2. Can ID Suspect: <b>NO</b>				
123. Signature of Recipient/Authorizer: <b>N/A</b>				127. Advisory Notice Issued <b>CITIZEN INFORMATION NOTICE</b>			
<b>Part 3 Suspect All Unknown</b>							
<b>Part 4 Other Person</b>							
OP <b>1</b>	39. Other Person Type (Non-Victim) <b>WITNESS</b>	40. (Last, First, Middle Name) <b>FIELDS, DON</b>					

41. Address UNK			42. Place of Employment/School UNK				
43. Status <b>PERSON QUESTIONED</b>		44. Sex MALE	45. Race BLACK OR AFRICAN AMERICAN		46. D.O.B. 08/08/1971	47. Age 52 Years	47.1 Can ID Suspect NO
48. Phone Numbers Home: Work: Cell/Page: (629) 267-4395							
<b>Part 5 Property</b>							
1	49. Victim/Suspect No. <b>VICTIM 1 FIERSON, DEBRA</b>						
50. Cat Code <b>STRUCTURES-OTHER DWELLINGS: ANY OTHER RE</b>				Category Other			
51. Property Description (Make) (Model) (Size) (Type) (Color) Miscellaneous house structures, (Doors, floor, windows)							
52. Serial No.		Owner Applied No.		53. Quantity 1	Offense Code 2902		
54. Type Code <b>DAMAGED (NON ARSON)</b>			55. Cond Code <b>UNDAMAGED (USED)</b>			ConditionCode (Other)	
56. Est \$ Value \$10,000.00	57. Date Recovered	Recovered \$ Value	Category				
58. Stored By Code			Stored By (Other)				
<b>Motor Vehicle # 1</b>							
61. License Nbr.	State	Year	62. VIN				
63. Year	64. Make		65. Model		66. Style	67. Color	
68. Doors Locked		69. Ignition Locked		70. Keys In Vehicle			
73. Method of Entering Vehicle	74. Method of Taking Vehicle		75. Vehicle Towed To VTR Nbr:				
76. Authorization to Tow		77. Hold Vehicle For: Other:					
78. Describe Damage to Vehicle as a Result of this Incident			79. Insured By:			80. Financed By or Titleholder:	
60. If Offense was arson and Property was structure, was the structure occupied?							
Complete Items 50-58 and 81-84 for Drug/Narcotic Violation							
<b>Drugs N/A</b>							
<b>Part 6 Injury and Transport N/A</b>							
<b>Part 7 Search by Officer N/A</b>							
<b>Part 8 Other Units Requested N/A</b>							
113. I.D. Section Called to Scene			Yes for:		Other:		
<b>Part 9 LEOKA</b>	115. Police Assault Cleared	116. First Weapon Encountered			117. Type of Activity		
118. Officer Assignment	119. LEOKA Incident Type						
<b>Part 10 Narrative</b> 120.							
On 08/11/2023 at approximately 1403 I was dispatched to 1209 Tulip Grove Road for a vandalism call. Upon arrival I spoke with Debra Frierson and her son Don Fields, who stated that there house has been vandalized. Ms. Frierson stated that the house located at 1209 Tulip Grove Road is her property, but she is not staying in the house at the moment. Ms. Frierson had many documents showing what appeared to be ownership of the residency. Ms. Frierson stated that no one has lived in the house for the last two years, and the house from the outside appears abandoned. Officers walked up to the property with Ms. Frierson and Mr. Fields and observed heavy damage to the house. There was multiple windows, doors, floors, and other building material broken and torn down. Ms. Frierson and Mr. Fields stated that the damage done to the house appears to have been done within the last week or two. Ms. Frierson and Mr. Fields stated they would create a list of all the damage done to the property and call back at a later date when they have all the information needed for the report. Ms. Frierson and Mr. Fields asked for a police report for documentation.							
120.1 Fingerprints Lifted: NO							
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: Yes							
122. Report Is Continued on: N/A (Check all that apply)							
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS				Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT			

128. Case Status:	Cleared by Exception: <b>OPEN</b>				
124. Reporting Officer (First, MT, Last) <b>Christopher</b> Mari		Employee No. <b>4005695</b>	Agency <b>TN0190100</b>	Radio Call Sign <b>523A</b>	District
125. Approving Supervisor <b>Michael</b> Burgess		Employee No. <b>224386</b>	Agency <b>TN0190100</b>		
126. Data Entry <b>Alyssa</b> Selley		Employee No. <b>4004224</b>	Agency <b>TN0190100</b>	Date <b>08/12/2023</b>	
Comments					
<b>Crime Scene Photos</b>					

**Incident Report**  
**Metropolitan Nashville Police Department**  
**Nashville, Tennessee**

ZONE 523	RPA 9539	1. MPD Incident No. 2023-0486093
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<b>Part 1 Incident</b>		2. Related Incident <b>N/A</b> 3. Other Police Agency and Case Incident No. <b>N/A</b>					
4. Report Type <b>DISPATCHED</b>		5. Report Date Time <b>08/17/2023 12:29</b>		6. Incident Date Time From: <b>08/17/2023 12:29</b> To: <b>08/17/2023 12:29</b>		Precinct <b>HERMITAGE</b>	
7. Reporting/Dispatched Location <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>							
8. Address of Incident <b>1209 TULIP GROVE RD, HERMITAGE, TN 37076</b>							
1	9. Offense Code <b>740 - Matter of Record</b>	10. Offense Description <b>MATTER OF RECORD</b>		11. Status <b>COMPLETED</b>		12. Location Type Code <b>RESIDENCE, HOME</b>	
13. Weapon Code (Enter up to 3)							
14. Activity Code (Enter up to 3)							
15. Hate Crime Suspected <b>NO</b>		16. Suspected Gang Activity <b>NO</b>		16a. Terrorism Suspected <b>NO</b>		16b. Cybercrime Suspected <b>NO</b>	
17. (For Burglary) If Hotel/Motel/Rental Storage Forced Entry				If Hotel/Motel/Rental Storage No of premises entered		18. (For Burglary/Robbery) Home Invasion?	
<b>Part 2 Victim</b>							
Victim 1	31. Victim Type <b>INDIVIDUAL (18 AND OVER)</b>	19. (Last, First, Middle Name or Business Name) <b>FRIERSON, DEBORAH JEAN</b>		Officer ENO			
20. Social Security Number <b>N/A</b>		21. Driver's License Number					
22. Address of Victim <b>Same as Address of Incident Block 8</b>							
23. Sex <b>FEMALE</b>		24. Race <b>BLACK OR AFRICAN AMERIC</b>		25. Ethnicity <b>NOT HISPANIC OR LATINO</b>		26. D.O.B. <b>04/14/1949</b>	
27. County Resident <b>YES</b>							
28. Age <b>74 Years</b>							
29.1. Phone Numbers Home: <b>(615) 889-8896</b> Work: <b></b> Cell/Pager: <b>(615) 889-8896</b>							
30. Victim of Offenses: (Ref Block #9)							
<b>740 - Matter of Record</b>							
32. Local College Student? (If yes, last name of college/university) <b>N/A</b>							
33. Employment <b>N/A</b>							
34. Domestic Disturbance? Was Order of Protection violated? <b>No</b>		Was victim taken to safe place? <b></b>		Were children taken to safe place? <b></b>		Were children present during incident? <b></b>	
35. Victim to Suspect							
36. Aggravated Assault/Homicide Circumstances			37. Negligent Manslaughter			38. Justifiable Homicide	
38.1. Will Victim Prosecute? <b>NO</b>		38.2. Can ID Suspect: <b>NO</b>					
123. Signature of Recipient/Authorizer: <b>N/A</b>				127. Advisory Notice Issued <b>CITIZEN INFORMATION NOTICE</b>			
<b>Part 3 Suspect</b> <b>N/A</b>							
<b>Part 4 Other Person</b>							
OP 1	39. Other Person Type (Non-Victim) <b>COMPLAINANT</b>	40. (Last, First, Middle Name) <b>KEISTER, CASEY</b>					
41. Address <b>UNK</b>			42. Place of Employment/School <b>UNK</b>				

43. Status <b>PERSON QUESTIONED</b>	44. Sex <b>MALE</b>	45. Race <b>UNKNOWN</b>	46. D.O.B. <b>UNK.</b>	47. Age Years	47.1 Can ID Suspect <b>NO</b>
48. Phone Numbers Home: Work: Cell/Pager: (425) 343-8096					
<b>Part 5 Property N/A</b>					
60. If Offense was arson and Property was structure, was the structure occupied? Complete Items 50-58 and 81-84 for Drug/Narcotic Violation					
<b>Drugs N/A</b>					
<b>Part 6 Injury and Transport N/A</b>					
<b>Part 7 Search by Officer N/A</b>					
<b>Part 8 Other Units Requested N/A</b>					
113. I.D. Section Called to Scene		Yes for:	Other:		
<b>Part 9 LEOKA</b>	115. Police Assault Cleared	116. First Weapon Encountered	117. Type of Activity		
118. Officer Assignment	119. LEOKA Incident Type				
<b>Part 10 Narrative</b>		120.			
On 08/17/2023 officers were dispatched to 1209 Tulip Grove Rd in response to a complaint of criminal trespass. Officers spoke to the complainant, who is employed by Meritage Homes, who advised that people were trespassing on property owned by Meritage Homes. The complainant then forwarded a deed to officers. Officers spoke to Deborah Frierson on scene who advised that although some of her family's property was sold to Meritage Homes, she still maintains ownership of approximately five acres on which a residence is situated. Ms. Frierson stated that there has been an ongoing property dispute between her family and Meritage Homes for several years. Ms. Frierson supplied ample documents to officers which appear to display ownership. Officers were not able to determine ownership of the specific area in question, therefore officers are unable to criminally trespass those allowed onto the property by Ms. Frierson at this time. Both parties were advised this is a civil matter.					
120.1 Fingerprints Lifted: <b>N/A</b>					
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: <b>Yes</b>					
122. Report Is Continued on: <b>N/A</b> (Check all that apply)					
130. Primary Investigative Unit: <b>HERMITAGE INVESTIGATIONS</b>		Reporting Agency: <b>METROPOLITAN NASHVILLE POLICE DEPARTMENT</b>			
128. Case Status: <b>UNFOUNDED</b>	Cleared by Exception:				
124. Reporting Officer (First, MI, Last) <b>Hannah Wright</b>		Employee No. <b>4007894</b>	Agency <b>TN0190100</b>	Radio Call Sign <b>521A</b>	District
125. Approving Supervisor <b>Michael Burgess</b>		Employee No. <b>224386</b>	Agency <b>TN0190100</b>		
126. Data Entry <b>Dalton Anderson</b>		Employee No. <b>200015</b>	Agency <b>TN0190100</b>	Date <b>08/21/2023</b>	
Comments					
<b>Crime Scene Photos</b>					

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

MERITAGE HOMES OF TENNESSEE, INC., )  
Plaintiff, )  
v. ) No. 22-0867-IV  
DEBORAH FRIERSON AND CARTER RAGLAND, )  
Defendants. )

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STATUS REPORT

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In accordance with the Court's Order entered on or around April 12, 2023, the Plaintiff files this Status Report with the Court prior to May 5, 2023.

This matter involves a Restraining Order and Injunction issued prohibiting the Defendant from damaging, trespassing, removing and replacing signs, etc. on property owned by the Plaintiff.

Until April 4, 2023, the Plaintiff is unaware of any conduct or examples wherein the Defendants may have violated the Injunction.

On April 4, 2023, the Planning/Entitlement Manager for the Plaintiff traveled to the site based upon a call received earlier in the day. The Plaintiff's representative discovered that multiple new signs had been placed on the property. The Manager notified the Sales Agent and Construction Manager that they were not to engage with the Defendants but were to call the police regarding any suspicious activity. The Plaintiff is in the process of reviewing a security camera tape to see if there is any video specifically identifying the person or people who trespassed. Unfortunately, the security camera was down at the time the incident occurred.

The signage has been removed from the Meritage property. Meritage continues to monitor the situation. Meritage believes that the Injunction should remain in place for at least an additional 90 days.

Counsel for the Plaintiff would be happy to appear and answer any questions the Court may have if necessary.

Respectfully submitted,

Richard M. Smith (#12254)  
SMITH, CASHION, & ORR, PLC  
One American Center  
3100 West End Avenue, Suite 800  
Nashville, Tennessee 37203  
(615) 742-8560  
[rsmith@smithcashion.com](mailto:rsmith@smithcashion.com)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded via U.S. Mail, postage prepaid to the following:

Deborah Frierson  
Carter Ragland  
8305 Gordon Lane  
Hermitage, TN 37076

This the 14 day of July, 2023.

*[Handwritten signature]*

*[Handwritten signature]*

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY, PART IV

MERITAGE HOMES OF TENNESSEE, INC., )

Plaintiff, )

vs. )

DEBORAH FRIERSON AND CARTER  
RAGLAND, )

Defendants. )

) CASE NO. 22-0867-IV

NF

2023 APR 12 PM 12:56

SCHEDULING ORDER

The Court, on its own initiative, hereby sets the following schedule for this case:

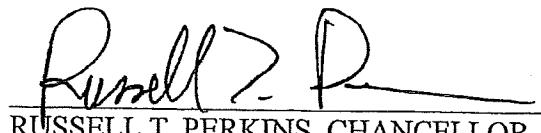
1. The deadline for the completion of all discovery is August 18, 2023. This means that the parties are required to initiate discovery efforts or to send written discovery requests in time for discovery to be completed in all respects on or before August 18, 2023.
2. The deadline for filing motions to amend or to supplement the pleadings is May 12, 2023.
3. The deadline for filing case-dispositive motions is October 13, 2023.
4. Plaintiff is directed to obtain the entry of an Order disposing of this case or an Order setting this case for trial by December 1, 2023.<sup>1</sup> If Plaintiff fails to secure the entry of an Order disposing of this case or an Order setting this case for trial by December 1, 2023, the Court will dismiss this case for failure to prosecute, without any further notice to the parties. The Order setting this case for trial may be obtained by agreement or by motion.

<sup>1</sup> The Court anticipates that the trial will be set to commence on some date other than December 1, 2023.

If the parties propose additional deadlines related to expert witness disclosures or other issues, the Court requests that the parties submit an Agreed Order setting out any such additional deadlines.

This Scheduling Order will not be modified, except with the Court's permission.

**IT IS SO ORDERED.**



Russell T. Perkins

RUSSELL T. PERKINS, CHANCELLOR

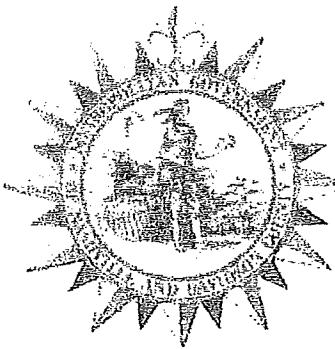
cc: Richard M. Smith, Esq.

Ms. Deborah Frierson, *pro se*  
8305 Gordon Lane  
Hermitage, TN 37076

Mr. Carter Ragland, *pro se*  
8305 Gordon Lane  
Hermitage, TN 37076

MAILED  
4/12/23

*Erica S. Gilmore, Metropolitan Trustee  
Property Tax Payment*



**ADDRESS INFORMATION**

1209 TULIP GROVE RD  
NASHVILLE

Account 08500034800 Bill 22-104136  
Receipt 4876860 Date Nov 01, 2022  
Received By CHARIS DAVIS  
Received By CHARIS DAVIS

**APPRAISAL INFORMATION**

Classification	RESIDENTIAL
Land Value	\$300,000.00
Improvement	\$40,100.00
Total Value	\$340,100.00
Assessed Percent	25
Assessed Value	\$85,025.00
Tax Rate	2.922000000

**PAYMENT INFORMATION**

Previous Balance	\$2,484.43
Tax Paid Today	\$2,001.00
Interest Paid Today	\$0.00
<b>Total Paid Today</b>	<b>\$2,001.00</b>

Total Base Tax \$2,484.43

METHOD	PAID BY	AMOUNT
Ck#1004	D.F. & C.R. INC.	\$2,001.00

**2022**

THANK YOU FOR YOUR PAYMENT!

Customer Care Department  
S&T Union SMC  
Allentown, PA 18101

OPEN IMMEDIATELY

IMPORTANT INFORMATION ENCLOSED

Deborah Frazee  
2057 Main Street  
Hermosa Beach, CA 90254

DATE 2/26/23

TIME

LAW OFFICES OF STANLEY C. GOLDSTEIN

*you're coming invited  
to a special event*

NAME: DEBORAH L. PIERSON TITON 2169

DEBORAH J. PIERSON  
1200 Tulip Grove Rd  
Henderson, TN 37076-2642

[www.piersonfamily.com](http://www.piersonfamily.com)

**CIGNA**

MKTAEP, PO Box 20002, Nashville, TN 37202

**MEDICARE ADVANTAGE PLAN INFORMATION**

**PROMPT RESPONSE REQUESTED**

**DELIVER TO:**

Deborah Frierson  
1209 Tulip Grove Rd  
Hermitage, TN 37076-2632

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 180 of 181 PageID #: 243

